DIV 00 - GENERAL CONDITIONS

00 72 00. Information and Services Required of the District

The DISTRICT shall secure and pay for easements for permanent structures or permanent changes in existing facilities unless specified otherwise on the bid plans and specifications

00 72 00.0 Amendments

The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.

00 72 00.00 Provisions Required by Law Deemed Inserted

Every provision of law and clause required by law to be inserted in this contract shall be read and enforced as though it were included and if through mistake or otherwise, any provision is not inserted or is not correctly inserted, upon application of either party the Contract shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements and enactments on the subject which are in effect as of the date of this Contract and any later changes which do not materially and substantially alter the positions of the parties.

00 72 00.01 Definitions

A. Action of the governing board is a vote of a majority of the membership in a lawful meeting.

B. Addenda are the changes in plans, specifications, drawings and other Contract Documents which have been authorized in writing by the DISTRICT or ARCHITECT, and which alter, explain, modify, correct, add to, delete from or clarify the Contract Documents prior to the bid deadline.

C. Applicable Laws means all federal, state, and local statutes, laws, ordinances, codes, provisions, rules, and regulations pertaining to the furnishing of or the performance of the Work.

D. Application for Payment means the DISTRICT approved invoice form along with other supportive documentation as specified in the Contract Documents to be certified and submitted by CONTRACTOR in requesting progress and/or final payment.

E. ARCHITECT is the person, firm, corporation or entity licensed to practice architecture as identified in the Bidding Documents.

F. ENGINEER is the person, firm, corporation or entity registered to practice an engineering discipline as identified in the Bidding Documents.

G. Approval means written authorization by ARCHITECT/ENGINEER or DISTRICT for specific applications within the Contract.

H. As shown, as indicated, as detailed refer to drawings accompanying the specifications.

I. Bidding Documents means all documents made available to bidders.

J. Contract means the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written

Modification. The Contract Documents form the Contract. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Contractor.

K. Contract Documents include the Contract and all Contract Documents, including: the Contract, Notice to Bidders, Information to Bidders, Bid Bond, Bid Form, Designation of Subcontractors, Certificate Regarding Workers' Compensation, Noncollusion Declaration, No Prohibited Interest/Conflict of Interest Declaration, Student Safety Declaration, Iran Contracting Act Certification Form, Performance Bond, Payment Bond, Escrow Agreement for Security Deposits, DVBE Policy and related Forms (if applicable), Asbestos Certification, Insurance Policies, General Conditions, Supplementary General Conditions if any, General Requirements, Drawings, Plans, Specifications, the Contract, and all modifications, addenda, bulletins, and amendments, Notice to Proceed, and any and all certifications, declarations, Guarantees and affidavits that are required by bid specifications.

L. Contractor, District, or Owner are those mentioned as such in the Agreement ("CONTRACTOR," "DISTRICT"). "Owner" means "DISTRICT." Throughout the Contract Documents, they are treated as if they are of singular number and neuter gender.

M. Day, as used in the Contract Documents shall mean calendar day.

N. Inspector of Record ("IOR") is the Project Inspector approved by the Division of State Architect and employed by the DISTRICT in accordance with the requirements of Title 24 of the California Code of Regulations.

O. Locality in which the work is performed means the county in which the public work is performed.

P. Project is the undertaking planned by DISTRICT and CONTRACTOR as provided in the Contract Documents.

Q. Record Drawings is a revised set of clean legible drawings submitted by a CONTRACTOR upon completion of a project or a particular job. They reflect all changes made in the specifications and working drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the contract and stamped "Record Drawings". Also called as-built drawings or just as-builts.

R. Provide includes "provide complete in place," that is, "furnish and install."

S. Safety orders include those issued by the Division of Industrial Safety and OSHA Safety and Health Standards for Construction.

T. Subcontractor includes those having a direct contractual relationship with the CONTRACTOR and those who furnish materials worked to a special design according to plans, drawings, and specifications of this work, but does not include those who merely furnish material not so worked.

U. Surety is the person, firm, or corporation that executes, as Surety, the Contractor's Bid Bond, Performance Bond and Payment Bond.

V. The Work shall include all labor, materials, services and equipment necessary for the CONTRACTOR to fulfill all of its obligations pursuant to the Contract Documents. It shall include the initial obligation of any CONTRACTOR or Subcontractor, who performs any portion of the Work, to visit the Site of the proposed Work with DISTRICT's notification, a continuing obligation after the commencement of the Work to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, and

make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents, including the character, quality, and quantity of the surface and subsurface materials or obstacles to be encountered. Each such CONTRACTOR or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated bid documents. The "Site" refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.

W. Commissioning During the construction and the warranty period, CONTRACTOR shall perform a systematic process of ensuring that all building systems perform interactively according to the contract documents, and the DISTRICT's objectives and operational needs with actual verification through review, testing and documentation of performance and sequences of operation, and inclusive of but not limited to start-up execution, functional testing, manufacturer checklists, furnishing submittals, shop drawings, warranty documentation, and as-built drawings related to commissioned equipment.

00 72 00.02 Drawings and Specifications

A. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Any item of work mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both. The Contract is intended to include all labor and materials, equipment, services, and transportation necessary for the proper execution of the Work. It is the intent of these Contract Documents that the work performed under the Contract shall result in a complete operating system in satisfactory working condition with respect to the functional purposes of the installation, and no extra compensation will be allowed for anything omitted but fairly implied. Except as otherwise expressly provided in these "General Conditions" or "General Requirements," materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to those recognized standards. The CONTRACTOR shall carefully examine all Contract Documents and shall immediately report to the ARCHITECT/ENGINEER any error, inconsistency or omission he may discover. The CONTRACTOR shall do no work without proper drawings and specifications or interpretations.

B. Drawings and specifications are intended to comply with all Applicable Laws, including but not limited to all laws, ordinances, rules and regulations of constituted authorities having jurisdiction, and were referred to in the Contract Documents, said laws, ordinances, rules and regulations shall be considered as a part of the Contract within the limits specified. The CONTRACTOR shall bear all expenses of correcting work done contrary to said laws, ordinances, rules and regulations if the CONTRACTOR performed same (1) without first consulting the ARCHITECT in writing for further instructions regarding said work, or (2) disregarded the ARCHITECT'S instructions regarding said work.

C. Interpretations: Figured dimensions on drawings shall govern but work not dimensioned shall be directed by ARCHITECT. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large scale details as to shape and details of construction shall take precedence over smaller scale drawings. Specifications shall govern as to materials, workmanship and installation procedures. In the event there is a discrepancy between the various Contract Documents, the order of precedence shall be: (1) DISTRICT's Special Conditions (if any); (2) DISTRICT's General Conditions and General Requirements; (3) DISTRICT's specifications; (4) DISTRICT's drawings. Without limiting Contractor's obligation to identify conflicts for resolution by the ARCHITECT, it is intended that the more stringent, higher quality, more costly or expensive interpretation and greater quantity of Work shall apply. Drawings and specifications are intended to be fully cooperative and to agree. CONTRACTOR shall promptly notify the ARCHITECT/ENGINEER in writing. The specification calling for any higher quality material or workmanship shall prevail.

D. Questions regarding interpretation of drawings and specifications shall be clarified by the ARCHITECT/ENGINEER. Should the CONTRACTOR commence work on any part without seeking clarification in writing, CONTRACTOR waives any claim for extra work or damages as a result of any ambiguity, conflict, or lack of information, and CONTRACTOR may be required to remove and replace such work if the ARCHITECT/ENGINEER deems it to be necessary.

E. Organization of Specifications: Organization of the specifications into divisions, and sections, and arrangement of drawings shall not control the CONTRACTOR in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

F. Copies Furnished – Drawings/Specifications: CONTRACTOR will be furnished copies of the drawings and specifications as set forth in the Information to Bidders.

G. Ownership of Drawings: All plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other Contract Documents and copies thereof furnished by DISTRICT -are DISTRICT's property. They are not to be used by CONTRACTOR, Subcontractor(s), or material or equipment supplier(s) in other work and are to be returned to DISTRICT upon request at the completion of the Project and may be used by DISTRICT as it may require, without any additional costs to DISTRICT. Neither CONTRACTOR, Subcontractor(s), nor material nor equipment supplier(s) shall own or claim a copyright in the Drawings, Specifications, or other Contract Documents.

H. Detail Drawings and Specifications: In case of ambiguity, conflict, difference, discrepancy, or lack of information between the various Contract Documents, then the priorities listed in "Drawings and Specifications" shall govern unless noted otherwise herein. Without limiting CONTRACTOR's obligation to identify conflicts for resolution, it is intended the more stringent, higher level of quality, greater quantity and/or higher level of workmanlike manner shall prevail and control. If ambiguities or discrepancies in the Contract Documents are not corrected by Addenda during the bid period, CONTRACTOR represents and warrants the scope and amount of its bid includes all materials, supplies, equipment, services, facilities, apparatus, and methods of construction that provides for the higher cost, quantity and quality. If appropriate under the circumstances, ARCHITECT/ENGINEER shall furnish additional instructions and/or drawings, as the case may be, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with this Contract. Such additional instructions shall be furnished with reasonable promptness, provided that CONTRACTOR informs the ARCHITECT/ENGINEER of the relationship of the request to the critical path of construction.

I. Execution of Work: Work shall be executed in conformity with those instructions, drawings and/or specifications and CONTRACTOR shall do no work without proper instructions, drawings and specifications.

J. Examination of Contract Documents and other Information: In addition to all pre-bid obligations of CONTRACTOR, and prior to commencing any and each portion of the Work, CONTRACTOR shall carefully examine all of the Contract Documents and any other information available to CONTRACTOR relative to materials and methods of construction of the Work and/or Project requirements. CONTRACTOR shall file any needed Request for Information or Clarification a minimum of nine (9) days prior to the commencement of any Work for any perceived or alleged error, inconsistency, ambiguity, or lack of details or explanation of the intent of the Contract Documents. If CONTRACTOR performs any portion of the Work for which the Contract Documents are ambiguous, inconsistent, lack sufficient details or are otherwise in error, and CONTRACTOR knew or should have known of such defects in the Contract Documents before commencing the Work in question, then CONTRACTOR shall bear any and all resulting costs including, without limitation, the cost of correction, without a corresponding adjustment to the Contract

Amount, Milestones, and/or the Contract Time. If CONTRACTOR performs, permits, or causes the performance of any portion of the Work under those portions of the Contract Documents prepared by or on behalf of CONTRACTOR which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, CONTRACTOR shall bear any and all resulting costs, including, without limitation, the cost of correction, without a corresponding adjustment to the Contract Amount, Milestones, and/or the Contract Time.

00 72 00.03 Assignment

The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of its rights, title or interest in or to the same or any part thereof. If the CONTRACTOR shall assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever, and shall not exonerate CONTRACTOR's surety(ies), and the Contract may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.

00 72 00.04 Performance/Payment Bond

Unless otherwise specified in any Special Conditions, CONTRACTOR shall furnish a performance bond and payment bond each in the amount equal to 100% of the Contract amount. The performance bond shall guarantee the prompt, competent and faithful performance of all terms and conditions of the Contract. The payment bond shall be for 100% of the Contract amount and guarantee, without limitation, the payment in full of all claims for labor, services, materials, supplies, and the like, for the Work as required by Civil Code §§ 9550 and 9554. All bonds shall be provided by an admitted surety insurer acceptable to the DISTRICT, in its absolute discretion. Personal sureties and unregistered sureties are unacceptable. A corporate surety authorized and admitted to transact business in California shall provide the bonds. The bonds shall be in the form set forth in these Contract Documents and shall also contain all other requirements prescribed by Applicable Law. CONTRACTOR shall supply DISTRICT with documentation establishing the necessary requirements of the surety consistent with California law. To the extent, if any, the Contract amount is increased in accordance with the Contract Documents. CONTRACTOR shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to DISTRICT. The bonds shall further provide no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract amount, as referred to above), adjustment to any milestones and/or Contract time, or modifications of the time, terms, or conditions of payment to the CONTRACTOR will release or exonerate the sureties. If CONTRACTOR fails to furnish the required bonds or fails to keep such bonds in full force and effect up through such times that such bonds are otherwise required to be in force and effect under the law, DISTRICT may terminate CONTRACTOR's right to proceed with the Work and/or terminate the Contract for cause.

00 72 00.05 Protection of Work and Property

A. CONTRACTOR shall be responsible for all damages to persons or property which occur as a result of CONTRACTOR's fault or negligence in connection with the performance of this Contract. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by DISTRICT. All CONTRACTOR responsibilities extend to the protection from vandalism and associated costs. With the exception of damage to the work caused by "acts of God," as defined in Public Contract Code Section 7105, CONTRACTOR assumes the risk for all work performed under this Contract. CONTRACTOR shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and this Contract. CONTRACTOR shall take, and require all subcontractors to take, all necessary precautions for the safety of workers employed on the Project and shall comply with applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. In an emergency affecting safety of life, work, or adjoining property, the CONTRACTOR is permitted to act at its

discretion, without special instruction or authorization from ARCHITECT/ENGINEER or DISTRICT, to prevent any threatened loss or injury; and CONTRACTOR shall act if authorized or instructed by ARCHITECT/ENGINEER or DISTRICT. Any compensation claimed by CONTRACTOR on account of emergency work shall be determined by the Contract.

B. CONTRACTOR shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the DISTRICT. CONTRACTOR shall provide heat, cooling, covering, security, and enclosures as necessary to protect all work, materials, equipment, appliances and tools against damage or loss.

C. CONTRACTOR shall take adequate precautions to protect existing sidewalks, curbs, pavements, landscaping, utilities, adjoining property, structures, and other improvements; and avoid damage to them and repair any damage caused by construction operations.

D. CONTRACTOR shall:

1. Enclose the work area with substantial barricade and arrange work to cause a minimum of inconvenience and danger to students and staff in their regular school activities.

2. Provide substantial barricades around any shrubs or trees to be preserved and ensure adequate irrigation for protection of existing plant material affected by the CONTRACTORS work.

3. Deliver materials to the building area over the route designated by ARCHITECT/ENGINEER or DISTRICT.

4. Take preventative measures to eliminate objectionable dust.

5. Confine apparatus, the storage of materials, and the operations of its workers within limits indicated by law, ordinances, permits, or directions of ARCHITECT/ENGINEER or DISTRICT and not unreasonably encumber the premises with materials; enforce all instruction of DISTRICT and ARCHITECT/ENGINEER regarding signs, advertising, fires, danger signals, barricades and smoking, and require that all persons employed on the Project comply with all regulations while on the construction site.

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

7. Not commence work earlier than local ordinances permit nor later than hours permitted.

8. Provide in writing after hours **Emergency Contact information (Attachment A)**, of company representative(s) to DISTRICT with Notice of Award submittals. In the event of inability to contact the CONTRACTOR within 30 minutes, DISTRICT is authorized to mitigate the emergency and withhold from contract associated costs.

00 72 00.06 Defense and Indemnification

To the maximum extent permitted by Civil Code Section 2782 et seq., DISTRICT shall not be liable for, and CONTRACTOR shall defend and indemnify DISTRICT and its officers, agents, employees and volunteers (collectively 'DISTRICT PARTIES'), against, any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as 'Claims'), which arise out of or are in any way connected to the Work covered by this Contract arising either directly

or indirectly from any act, error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, subcontractors, suppliers, licensees, or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, of DISTRICT PARTIES. However, CONTRACTOR shall have no obligation to defend or indemnify DISTRICT PARTIES against Claims caused by the active negligence, sole negligence or willful misconduct of DISTRICT PARTIES. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the CONTRACTOR. These obligations of CONTRACTOR shall continue to remain in full force and effect following termination and/or completion of the Contract and Work.

00 72 00.07 Patents, Royalties, and Indemnification

The CONTRACTOR shall hold harmless, indemnify and defend the DISTRICT, its officers, agents, employees and members of its governing board, from any liability, cost, demand, judgment, and expense, including attorney fees and costs, arising out of or in any manner related to use of any patented or unpatented invention, process, infringement of patent rights action, section or appliance manufactured or used in the performance of this Contract, including its subsequent use by DISTRICT, unless otherwise specifically provided in the Contract documents and such liability arises from the sole negligence or willful misconduct of the DISTRICT. The CONTRACTOR shall pay all royalties and license fees. If the CONTRACTOR has reason to believe the required design, process, or product is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless such information is promptly furnished to the ARCHITECT/ENGINEER.

00 72 00.08 Excise Taxes

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

00 72 00.09 Audit

Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of the DISTRICT, the CONTRACTOR, any subcontractor, or material or equipment supplier connected with the performance of this Contract involving the expenditure of public funds in excess of $10,000 including, but not limited to, the costs of administration of the Contract, shall be subject to, at the request of the DISTRICT, the examination and audit of the State Auditor or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this Contract.

00 72 00.10 Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon the CONTRACTOR and DISTRICT and their respective successors, heirs and assigns.

00 72 00.11 No Waiver

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

00 72 00.12 Severability

If any provision of this Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

00 72 00.13 Notice and Service

A. Any notice from one party to the other under this Contract shall be in writing and shall be dated and signed by the party giving the notice or by a duly authorized representative of the party. Unless required otherwise by law, any notice shall not be effective for any purpose unless served in one of the following ways:

1. If notice is given to DISTRICT, it shall be given by personal delivery to ARCHITECT/ENGINEER or DISTRICT, or by depositing it in the United States mail, enclosed in a sealed envelope addressed to DISTRICT for attention of ARCHITECT/ENGINEER and sent by registered or certified mail with postage prepaid.

2. Unless required otherwise by law, if notice is given to CONTRACTOR, it shall be given by personal delivery to CONTRACTOR or to CONTRACTOR'S Superintendent at the project site, or by fax number / e-mail address provided on contract documents, or by depositing it in the United States mail, enclosed in a sealed envelope addressed to CONTRACTOR at CONTRACTOR'S regular place of business, or at any other address which may have been established for the conduct of work under this Contract and sent by registered or certified mail with postage prepaid.

3. If notice is given to the Surety or other person, it shall be given by personal delivery to the Surety or other person, or by depositing it in the United States mail, enclosed in a sealed envelope, addressed to the Surety or person at its address and sent by registered or certified mail with postage prepaid.

00 72 00.14 Time of Commencement and Completion

A. Commencement: The Contract Time will commence on the date specified in the Notice to Proceed. DISTRICT will issue the Notice to Proceed within sixty (60) days after the Notice of Award, unless otherwise stated in the Bid Documents. If, for any reason other than a pre-planned reason stated in the Bid Documents, DISTRICT does not issue the Notice to Proceed within this sixty (60) day period, the Contract will be terminated for convenience by DISTRICT, unless DISTRICT and CONTRACTOR mutually agree in writing to extend the period within which the Notice to Proceed may be issued.

B. Completion: The date of completion of the Project, or designated portion thereof, is the date certified by the ARCHITECT/ENGINEER when construction is complete in accordance with the Contract Documents.

00 72 00.15 District's Right to Terminate or Suspend Contract

A. Termination For Cause: If CONTRACTOR refuses or fails to pursue or complete the Project, or any part thereof, with sufficient diligence to ensure its completion within the time specified, or any extension, or fails to complete the Project within the time required, or if CONTRACTOR should file a petition for relief as a debtor, or should relief be ordered against CONTRACTOR as a debtor under Title 11 of the United States Code, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if CONTRACTOR should refuse or fail to supply enough properly skilled workers or proper materials to complete the work in the time specified, except in cases for which extension of time is provided, or if CONTRACTOR should fail to make prompt payment to subcontractors or suppliers for material, labor, services, or equipment, or disregard laws, ordinances, rules, codes, regulations, Applicable Law, or instructions of DISTRICT or requirements of any public entity having jurisdiction over the Work or if the CONTRACTOR disregards proper directives of the

ARCHITECT/ENGINEER, the DISTRICT's Inspector/IOR or DISTRICT under the Contract Documents; OR if the CONTRACTOR performs Work which deviates from the Contract Documents and neglects or refuses to timely correct such Work, or if CONTRACTOR or its subcontractors should violate any of the provisions of this Contract, DISTRICT may serve written notice of its intention to terminate this Contract upon CONTRACTOR and its Surety, without prejudice to any other right or remedy. The notice shall contain the reasons for the intended termination. Unless the condition or violation ceases and arrangements satisfactory to DISTRICT for correction are made within ten (10) days after the service of the notice, then DISTRICT may terminate the Contract and/or the CONTRACTOR's performance of the Contract, in whole or in part. Once such time period passes after notice is given and DISTRICT determines that sufficient cause exists to justify the action, DISTRICT may terminate the Contract without prejudice to any other right or remedy the DISTRICT may have, after giving the CONTRACTOR and the Surety at least seven (7) days advance written notice of the effective date of termination. DISTRICT shall have the sole discretion to permit the CONTRACTOR to remedy each or any cause for the termination without waiving the DISTRICT's right to terminate the Contract, or otherwise waiving, restricting or limiting any other right or remedy of DISTRICT under the Contract Documents, the performance bond, or at law. This Contract shall terminate on the effective date provided by DISTRICT in such notice of effective date of termination. In that case, CONTRACTOR shall not be entitled to receive any further payment until the Project is completed, and at such time only if CONTRACTOR is entitled to such payment. In the event of termination, DISTRICT shall immediately serve written notice of termination upon Surety and CONTRACTOR, and Surety shall have the right to take over and perform this Contract, provided, however, that if within seven (7) days after service upon Surety of the notice of termination, Surety does not give DISTRICT written notice of its intention to take over and perform this Contract and does not commence performance within 15 days after the effective date of termination, DISTRICT may take over and complete the work by contract or by any other method it deems advisable for the account and at the expense of CONTRACTOR, and DISTRICT may exclude CONTRACTOR from the site. CONTRACTOR and its surety shall be liable to DISTRICT for any excess cost or other damages incurred by DISTRICT. If DISTRICT takes over the work, as provided above, DISTRICT may take possession of the Work and take possession of and utilize, in completing the Project to the full extent they could be used by the CONTRACTOR, any tools, materials, appliances, construction equipment, machinery, materials, and plant other property belonging to the CONTRACTOR on the work site necessary for completion of the Project, without liability to CONTRACTOR.

B. Additional Rights of DISTRICT Upon Termination: In exercising DISTRICT's right to prosecute the completion of the Work, DISTRICT may also take possession of all materials and equipment stored at the site of the Work or for which the DISTRICT has paid CONTRACTOR, but which are stored elsewhere, and finish the Work as the DISTRICT deems expedient. In exercising the DISTRICT's right to prosecute the completion of the Work, DISTRICT shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and DISTRICT shall not be required to obtain the lowest figure for completion of the Work. In the event that DISTRICT takes bids for remedial Work or completion of the Work, CONTRACTOR shall not be eligible for the award of such contract(s).

C. Completion by the Surety: In the event that the Contract or the CONTRACTOR's performance of the Contract is terminated pursuant to this Section, DISTRICT may demand that the Surety take over and complete the Work. DISTRICT may require that in so doing, the Surety not utilize CONTRACTOR in performing and completing the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within fifteen (15) days after the effective date of termination, DISTRICT may take over the Work and prosecute it to completion as provided for above. Such remedy is in addition to, and not lieu of, other remedies available to DISTRICT as provided by law or in equity.

D. Assignment and Assumption of Subcontracts and Purchase Orders: DISTRICT shall, in its sole and exclusive discretion, have the option of requiring any Subcontractor or Material Supplier to perform in accordance with its

Subcontract or Purchase Order with CONTRACTOR and assign the Subcontract or Purchase Order to DISTRICT or such other person or entity selected by DISTRICT to complete the Work.

E. Costs of Completion: In the event of termination under this Section, CONTRACTOR shall not be entitled to receive any further payment of the Contract Price, if any is due, until the Work is completed. If the unpaid balance of the Contract Price as of the date of termination exceeds DISTRICT's direct and indirect costs and expenses for completing the Work, including without limitation, attorneys' fees and compensation for additional professional and consultant and administrative services, such excess shall be used to pay CONTRACTOR for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If DISTRICT's costs and expenses to complete the Work, including but not limited to architectural, engineering, consultant, administrative, managerial, and/or legal services costs and expenses, exceed the unpaid Contract Price, CONTRACTOR and/or the Surety shall pay the difference to DISTRICT within ten (10) days of receipt of a written demand for such payment by DISTRICT to CONTRACTOR and Surety. Expense incurred by DISTRICT, as herein provided, and damage incurred through CONTRACTOR's default, shall be certified to DISTRICT by ARCHITECT.

F. CONTRACTOR Responsibility for Damages: CONTRACTOR and the Surety shall be liable for all damage sustained by DISTRICT resulting from, in any manner, the termination of Contract under this Section, including without limitation, attorneys' fees, and for all costs necessary for repair and completion of the Work over and beyond the Contract Price.

G. Conversion to Termination For Convenience: In the event the Contract is terminated under this Section, and it is finally determined by an arbitrator, court, jury or other tribunal having jurisdiction, for any reason, that CONTRACTOR was not in default under the provisions hereof or that DISTRICT's exercise of its rights under this Section was defective, deficient, ineffective, invalid or improper for any reason, the termination shall be deemed a Termination for Convenience of the DISTRICT and thereupon, the rights and obligations of DISTRICT and CONTRACTOR shall be determined in accordance with the Termination For Convenience Section hereof.

H. DISTRICT's Rights Cumulative: These provisions are in addition to and not a limitation on any other rights or remedies available to the DISTRICT. In the event the Contract is terminated pursuant to this Section, the termination shall not affect or limit any rights or remedies of the DISTRICT against CONTRACTOR or the Surety. The rights and remedies of DISTRICT under this Section are in addition to, and not in lieu of, any other rights and remedies provided by law or otherwise under the Contract Documents. Any retention or payment of monies to CONTRACTOR by DISTRICT shall not be deemed to release CONTRACTOR or its Surety from any liability hereunder.

I. Termination For Convenience: The DISTRICT may at any time, in its sole and exclusive discretion, by written notice to the CONTRACTOR, terminate the Contract in whole or in part when it is in the interest of, or for the convenience of, the DISTRICT. Upon receipt of written notice from the DISTRICT of such suspension for the DISTRICT's convenience, the CONTRACTOR shall:

1. Cease operations as directed by the DISTRICT in the notice; and

2. Take actions necessary, or that the DISTRICT may direct, for the protection and preservation of the Work.

In such case, the CONTRACTOR shall be entitled to payment for:

1. Work actually performed and in place as of the effective date of such termination for convenience, plus fifteen percent (15%) for profit and overhead on such Work,

2. Reasonable costs associated with demobilization that represent excess demobilization costs above what would have normally been expected if the contract had been completed, or as defined in the CONTRACTOR's Schedule of Values, plus fifteen percent (15%) for profit and overhead for such demobilization costs, and;

3. Reasonable termination expenses for protection of Work in place and suitable storage and protection of materials and equipment delivered to the site of the Work but not yet incorporated into the Work, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by payments previously made to the CONTRACTOR and as further reduced by the value of the Work as not yet completed. The CONTRACTOR shall not be entitled to profit and overhead on Work which was not performed as of the effective date of the termination for convenience by the DISTRICT. The DISTRICT may, in its sole discretion, elect to have subcontracts assigned after exercising the right hereunder to terminate for the DISTRICT's convenience.

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

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

1. that performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the CONTRACTOR is responsible or if a suspension of the work is ordered by the DISTRICT due to the failure on the part of the CONTRACTOR to carry out orders or to perform any provisions of the Contract, the days on which the suspension order is in effect shall be considered working days, and shall not in any way modify or invalidate any of the provisions of this Contract, and the CONTRACTOR shall not be entitled to any damages or compensation on account of such suspension or delay; or

2. that an equitable adjustment is made or denied under another provision of this Contract.

L. Adjustments for Fixed Cost: Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

M. Termination Due To Discovery Of Unknown Or Changed Conditions: The DISTRICT reserves the right to terminate this Contract should the DISTRICT determine not to proceed because of the discovery of any unknown or changed condition described in the Contract Documents. The CONTRACTOR shall receive payment for all Work performed to the date of termination in accordance with the provisions of this Section.

N. Mutual Termination For Convenience: The CONTRACTOR and the DISTRICT may mutually agree in writing to terminate this Contract for convenience. The CONTRACTOR shall receive payment for all Work performed to the date of termination in accordance with the provisions of Termination for Convenience.

00 72 00.16 Prohibited Interests/Conflict of Interest

CONTRACTOR is responsible for understanding and ensuring adherence to California Government Code section 1090 et seq., with respect to the Project. Pursuant to Government Code section 1090, no DISTRICT officers or employees shall be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall DISTRICT officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity. No official or employee of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving, any architectural, engineering, inspection, construction or material supply contract

or any subcontract in connection with construction of the Project, shall become, directly or indirectly, financially interested in the Project or in any part thereof.

An officer shall not be deemed to be interested in a contract entered into by the Board if the officer has only a "remote interest" in the contract (as "remote interest" is defined in Government Code section 1091(b)) and if the fact of that interest is disclosed to the Board and noted in its official records, and thereafter the Board authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the officer's vote with the remote interest per Government Code 1091.

By way of non-exclusive example relating to whether a financial interest is a "remote interest" or not:

1) If the date upon which CONTRACTOR first started doing business with a DISTRICT Officer/Board Member (i.e., the date CONTRACTOR first received goods or services supplied by the Board Member) was at least 5 years prior to Board Member's election or appointment, then the Board Member has a remote interest and CONTRACTOR is not prohibited from submitting a bid on this Project.
2) If the date upon which CONTRACTOR first started doing business with the Officer/Board Member (i.e., the date CONTRACTOR first received goods or services supplied by a Board Member) is less than five years before Board Member's election or appointment, then the Board Member has a prohibited conflict of interest and CONTRACTOR cannot bid on this project.
3) The provision of a bid/quote to CONTRACTOR over 5 years prior to Board Member's election or appointment, without the goods or services included in the bid actually being furnished to CONTRACTOR, i.e., an unaccepted bid/quote, does not qualify to cause a financial interest to be a "remote interest" as that term is defined in California Government Code section 1091(b)(8).

In accordance with Government Code section 1092, every contract made in violation of any of the provisions of Section 1090 may be avoided at the instance of any party except the Officer (Board Member) interested therein. No such contract may be avoided because of the interest of an Officer (Board Member) therein unless such contract is made in the official capacity of such Officer, or by the Board. In the event any such contract is avoided due to a violation of California Government Code section 1090; CONTRACTOR shall receive no compensation and shall repay DISTRICT any compensation received by CONTRACTOR hereunder. CONTRACTOR shall not aid, abet or knowingly participate in a violation of Government Code Section 1090, et seq.

00 72 00.17 Architect/Engineer

A. The ARCHITECT/ENGINEER, as an agent of the DISTRICT, shall be DISTRICT's representative during the construction period and shall observe the progress and quality of the Work on behalf of DISTRICT. ARCHITECT/ENGINEER shall have authority to stop work whenever stoppage may be necessary, in ARCHITECT/ENGINEER'S reasonable opinion, to ensure the proper execution of this Contract.

B. Nothing contained in the Contract Documents shall create any contractual relationship between the ARCHITECT/ENGINEER and the CONTRACTOR.

C. ARCHITECT/ENGINEER as appearing in these specifications means the ARCHITECT/ENGINEER whose signature appears on the cover sheet of these specifications as having prepared the plans and specifications, if applicable, and as defined in the Definitions herein.

D. The ARCHITECT/ENGINEER will provide general Administration of the construction Contract, including the performance of the functions hereinafter described. The ARCHITECT/ENGINEER will perform their duties in accordance with all applicable provisions of law including, but not necessarily limited to, Title 24 of the California

Code of Regulations. The ARCHITECT/ENGINEER will submit verified reports in accordance with all applicable provisions of law including, but not necessarily limited to, Title 24 of the California Code of Regulations.

E. The ARCHITECT/ENGINEER will be the DISTRICT's representative during construction until final payment. The ARCHITECT/ENGINEER will have authority to act on behalf of the DISTRICT to the extent provided in the Contract Documents, unless otherwise modified by written instrument which will be provided to the CONTRACTOR. The ARCHITECT/ENGINEER will advise and consult with the DISTRICT, and all of the DISTRICT's instructions to the CONTRACTOR shall be issued through the ARCHITECT/ENGINEER.

F. The ARCHITECT/ENGINEER shall at all times have access to the Work wherever it is in preparation and progress. The CONTRACTOR shall provide facilities for such access so the ARCHITECT/ENGINEER may perform their functions under the Contract Documents.

G. The ARCHITECT/ENGINEER will make periodic visits to the site to familiarize themselves generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of their on-site observations as an ARCHITECT/ENGINEER, they will keep the DISTRICT informed of the Progress of the Work and will endeavor to protect the DISTRICT against defects and deficiencies in the Work of the CONTRACTOR. The ARCHITECT/ ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The ARCHITECT/ENGINEER will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.

H. Based on such observations and the CONTRACTOR'S Application for Payment, the ARCHITECT/ENGINEER will determine and verify the amounts owing to the CONTRACTOR and will issue recommendations to the DISTRICT for payment as provided herein.

I. The ARCHITECT/ENGINEER will be, in the first instance, the interpreter of the requirements of the Contract Documents. The ARCHITECT/ENGINEER will, within a reasonable time, render such interpretations as necessary for the proper execution of progress of the Work.

J. The ARCHITECT/ENGINEER will have authority to reject Work which does not conform to the Contract Documents. Whenever, in their reasonable opinion, they consider it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, they will have authority to require the CONTRACTOR to stop the work or any portion thereof, or to require special inspection or testing of the Work as provided herein whether or not such Work be then fabricated, installed or completed. However, neither the ARCHITECT/ENGINEER's authority to act under this direction, nor any decision made by them in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the ARCHITECT/ENGINEER to the CONTRACTOR, any Subcontractor, any of their agents of employees, or any other person performing any of the Work.

K. The ARCHITECT/ENGINEER will review Shop Drawings and samples as provided in the Contract Documents.

L. The ARCHITECT/ENGINEER will prepare change orders in accordance with the Contract Documents and will have authority to order minor changes in the Work. Change orders shall be signed by the DISTRICT, ARCHITECT/ENGINEER and CONTRACTOR and may subsequently be ratified by the governing board.

M. The ARCHITECT/ENGINEER will conduct inspections to determine the date of final completion, will receive written guarantees and related documents required by the Contract and assembled by the CONTRACTOR.

N. The ARCHITECT/ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR, or any subcontractors, or any of his or their agents or employees, or any other persons performing any of the Work.

00 72 00.18 Communications

A. The CONTRACTOR shall forward all communications to the DISTRICT through the ARCHITECT/ ENGINEER, if utilized with the exception of post completion warranty items.

B. The DISTRICT shall issue all instructions to the CONTRACTOR through the ARCHITECT/ENGINEER, if utilized with the exception of post completion warranty items.

00 72 00.19 Documents on Site

CONTRACTOR shall keep a copy of all Contract Documents, including addenda, change orders, shop drawings, plans, schedules, specifications, copies of Titles 19 and 24 of the California Code of Regulations, and other modifications on the job at all times. The documents shall be kept in good order and accurately marked promptly to record all changes made during construction. The documents shall be available to ARCHITECT/ENGINEER and its representatives at all times. CONTRACTOR shall be acquainted with and comply with all statutes and regulations as they relate to the project including, without limitation, the applicable provisions of Titles 8, 17 and 24 of the California Code of Regulations (See particularly the Duties of Inspector and Contractor, Title 24, California Code of Regulations, sections 4-342 and 4-343).

00 72 00.20 Mutual Responsibility of Contractors

A. The CONTRACTOR shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate his Work with theirs.

B. If the CONTRACTOR'S Work depends for proper execution or results upon the work of any other separate contractor, the CONTRACTOR shall inspect and promptly report to the ARCHITECT/ENGINEER any discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the CONTRACTOR to inspect and report shall constitute acceptance of the other contractor's work as fit and proper to receive his Work, and waiver by CONTRACTOR of any claim for additional time or monetary claim resulting from the same.

C. Should the CONTRACTOR cause damage to the work or property of any separate contractor on the Project, the CONTRACTOR shall, defend, indemnify and hold the DISTRICT harmless for any actual or alleged damages, costs, and expenses as a result thereof.

00 72 00.21 Integration of Work

A. CONTRACTOR shall do all cutting, fitting, patching, and preparation of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors or existing conditions showing upon, or reasonably implied by the drawings and specifications, and shall follow all directions given by the ARCHITECT/ENGINEER. Only tradespersons skilled and experienced in cutting and patching shall perform such work. CONTRACTOR shall not unreasonably withhold consent to the request of DISTRICT or separate contractor to cut, patch or otherwise alter the Work.

B. All costs caused by defective or ill-timed work shall be borne by the CONTRACTOR.

C. CONTRACTOR shall not endanger any work, or the fully or partially completed construction of the DISTRICT or separate contractor by cutting, excavating, or otherwise altering work and shall not cut or alter work of any

DISTRICT or any other contractor without the written consent of the ARCHITECT/ENGINEER. CONTRACTOR shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

D. When modifying existing work or installing new work adjacent to existing work, CONTRACTOR shall match, as closely as conditions of site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work as required, at no additional cost to DISTRICT.

E. CONTRACTOR is aware that the project may be split into several phases. If the Project is split into phases, then CONTRACTOR has made allowances for any delays or damages which may arise from coordination with contractors for other phases. If any delays should arise from a contractor working on a different phase, CONTRACTOR's sole remedy for damages, including delay damages, shall be against the contractor who caused such damage and not the DISTRICT. CONTRACTOR shall provide access to contractors for other phases as necessary to prevent delays and damages to contractors working on other phases of construction.

00 72 00.22 Soils Investigation Report

When a soils investigation report obtained from test holes at work site is available, the report shall not be a part of this Contract but will be made available. Any information obtained from the report, or any information given on drawings as to subsurface soil conditions or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of this Contract. DISTRICT does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of any borings made, or of any logs of the test borings, or of other investigations, or of any soil's reports furnished, or of the interpretations to be made from such information. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the site of the Project, or any part thereof, or that unforeseen developments may not occur. At the DISTRICT's request, the CONTRACTOR shall make available to the DISTRICT the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the CONTRACTOR of any of its agents. CONTRACTOR is required to make a visual examination of the site and must make whatever tests it deems appropriate to determine the underground condition of the soil. CONTRACTOR agrees that it will make no claim against DISTRICT for damages in the event that, during progress of the Work, CONTRACTOR encounters subsurface or latent conditions at the site materially different from those shown on drawings or indicated in specifications, or for unknown conditions of an unusual nature which differ materially from those ordinarily encountered in work of the type provided for in the plans and specifications.

00 72 00.23 Utilities: Removal and Restoration

A. The CONTRACTOR agrees and is required to coordinate and fully cooperate with the DISTRICT and utility owners for the location, relocation, and protection of utilities. The CONTRACTOR's attention is directed to the existence of utilities, underground and overhead, necessary for normal house and commercial service for all buildings along the line of work. The CONTRACTOR shall make arrangements with utility owners for the location of house and commercial services lines in advance of the actual construction and for the relocation of such facilities, if necessary, by the utility owner or the CONTRACTOR.

B. Pursuant to Government Code section 4215, DISTRICT assumes the responsibility for removal, relocation and protection of utilities located on the construction site at the time of commencement of construction under this Contract with respect to any utility facilities which are not identified in the plans and specifications. CONTRACTOR shall notify the DISTRICT a minimum of forty-eight (48) hours (two District business days) in advance of all trenching and earthwork. CONTRACTOR shall notify and receive clearance from any cooperative agency, including but not limited to Underground Service Alert ("USA"), in accordance with Government Code section 4216, et seq., and

marking all proposed excavation/trenches in white paint prior to submitting DISTRICT form titled, **Notice of Start/Request for Location of District Utilities (Attachment B)**. CONTRACTOR shall promptly provide a copy of all such notifications to the DISTRICT. CONTRACTOR shall review DISTRICT as-built drawings. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the DISTRICT or the owner of the utility to provide for removal or relocation of such utility facilities 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 utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Repair and or compensation for repair of marked utilities is the responsibility of the party responsible for said damage. The DISTRICT retains the right to either self-perform repairs or require the CONTRACTOR to complete repairs. If CONTRACTOR is at fault, applicable payment for the repair will be deducted from payment of the contract. Nothing herein shall be construed to preclude assessment against the CONTRACTOR for any other delays in completion of the Work. Nothing herein shall be deemed to require the DISTRICT to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Site; provided, however, nothing herein shall relieve the DISTRICT from identifying main or trunk lines in the plans and specifications.

C. If while performing work under this Contract, CONTRACTOR discovers utility facilities not identified by DISTRICT in the Contract plans or specifications, CONTRACTOR shall immediately notify in writing the DISTRICT and the utility. CONTRACTOR may not rely upon and must question in writing to the DISTRICT and the ARCHITECT/ENGINEER any information which appears incorrect based upon CONTRACTOR's Site inspection, knowledge of the Project, and prior experience with similar projects), unless specifically stated in writing that the CONTRACTOR may rely upon the designated information.

D. No time extensions will be granted for utility work that, in DISTRICT's opinion, can proceed concurrently with the Work of this Contract.

E. It is understood and agreed that the failure of the CONTRACTOR or its subcontractor to comply fully with these provisions or California Government Code section 4215, et seq., constitutes failure of the CONTRACTOR to exercise reasonable care and precludes CONTRACTOR's recovery from DISTRICT for any related costs or damages.

00 72 00.24 Use or Existence of Asbestos Materials/Products, PCB's, Mercury Waste, Lead Based Paint, Petroleum, and/or Other Hazardous Materials

A. Contractor's Certification of Non-Use of Asbestos or Asbestos Containing Products or Materials: CONTRACTOR shall not use any asbestos or asbestos containing products or materials in performing the Work under this Contract. Upon completion of the Project, CONTRACTOR shall certify in writing to DISTRICT that no asbestos or asbestos containing materials or products were used by CONTRACTOR or any subcontractor in performing the work required by this Contract.

B. Responsibility: DISTRICT shall be responsible for any asbestos, polychlorinated biphenyl's (PCB's), mercury waste, lead based paint and petroleum discovered, uncovered and/or otherwise revealed at the Project site which were not identified, described, shown or indicated in the Bidding Documents to be within the scope of the Work. DISTRICT is not responsible for any such materials brought to the Project site by CONTRACTOR, any Subcontractor, material supplier or anyone else CONTRACTOR is directly or indirectly responsible for.

C. Asbestos, PCB's, Mercury Waste, Lead Based Paint, Petroleum, and/or Other Hazardous Materials: If, during construction of the Work in areas where CONTRACTOR is required to perform Work, CONTRACTOR discovers, uncovers and/or otherwise reveals a material reasonably believed to be asbestos, PCB's, mercury waste, lead based paint, petroleum, and/or other hazardous materials which were not identified, described, shown or indicated in the Bidding Documents to be within the scope of the Work, CONTRACTOR shall immediately stop Work in the affected area and provide written notice to ARCHITECT, advising of the circumstances of such discovery, Work stoppage and whether or not such material was generated by CONTRACTOR or DISTRICT. DISTRICT shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. If test results indicate and/or otherwise confirm the material as asbestos, PCB's, mercury waste, lead based paint, petroleum, and/or other hazardous materials requiring treatment and/or removal, ARCHITECT may issue an order suspending the work, and DISTRICT may elect to have such remediation work performed by others under separate contract. Alternatively, ARCHITECT may issue a Construction Directive for the legal treatment and/or removal and disposal thereof. If CONTRACTOR believes a Construction Directive establishes a basis for an adjustment in the Contract Amount and/or Contract Time, CONTRACTOR shall, submit a Change Order Proposal within ten (10) days of the date of issuance of the Construction Directive. After treatment and/or removal, the independent testing laboratory shall test and certify the asbestos, PCB's, mercury waste, lead based paint, petroleum, and/or other hazardous materials have been removed and/or controlled to within legal limits and requirements. Upon receipt of such test results, ARCHITECT will provide notice to CONTRACTOR to proceed with construction in affected Work areas.

D. Indemnification By DISTRICT: In the event the presence of the materials as set forth in this Section are not caused by CONTRACTOR or some person or entity directly or indirectly performing under CONTRACTOR or its Subcontractors, DISTRICT shall pay for all costs of testing and remediation, if any. In addition, DISTRICT shall defend, indemnify and hold harmless CONTRACTOR and its agents, officers, directors and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with or arising out of, or relating to, the performance of the Work in the area affected by such materials.

E. Indemnification By CONTRACTOR: In the event the presence of the materials as set forth in this Section are caused by CONTRACTOR, Subcontractors, suppliers, or anyone else who would otherwise be a "claimant" under Civil Code § 9100, CONTRACTOR shall pay for all costs of testing and remediation, if any, and shall indemnify and hold DISTRICT harmless from and against such costs even if CONTRACTOR itself is without fault. In addition, CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, ARCHITECT, and their consultants, and its and/or their respective agents, officers, representatives, consultants, and employees from and against any and all claims, actions, damages, losses, costs, penalties and expenses incurred in connection with, arising out of, or relating to, the presence of such materials even if CONTRACTOR itself is without fault. The DISTRICT shall have the right to assess any and all costs or damages against the Contract funds, the CONTRACTOR, and/or the performance bond.

00 72 00.25 Assignment of Antitrust Actions

A. CONTRACTOR agrees to be bound by and comply with the provisions of Public Contract Code Section 7103.5 which provides:

1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body (DISTRICT) all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C., Section 15) or under the Cartwright Act (Chapter 2 commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be

made and become effective at the time the awarding body tenders' final payment to the contractor, without further acknowledgment by the parties.

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

00 72 00. 26 <u>Separate Contracts/District Forces/Other Contractors</u>

A. DISTRICT reserves the right to perform construction or operations related to the Project with the DISTRICT's own forces or to award separate contracts in connection with other portions of the Project or other construction or operations at or about the Site. If the CONTRACTOR claims that delay or additional cost is involved because of such action by the DISTRICT, the CONTRACTOR shall seek an adjustment to the Contract Price, or the Contract Time as provided for in the Contract Documents. Failure of the CONTRACTOR to request such an adjustment of the Contract Time or the Contract Price in strict conformity with the provisions of the Contract Documents applicable thereto shall be deemed a waiver of the same. CONTRACTOR shall afford other contractors' reasonable opportunity for introduction and storage of their materials and execution of their work and shall coordinate its work with those other contractors.

B. If any part of CONTRACTOR'S work depends upon work of any other contractor for proper execution or results, CONTRACTOR shall inspect and promptly report in writing to ARCHITECT/ENGINEER any defects in the work that renders it unsuitable for proper execution or results. CONTRACTOR will be held accountable for damages to DISTRICT for that work that it failed to inspect or should have inspected. CONTRACTOR'S failure to inspect and report in writing shall constitute its acceptance of any other contractor's work as fit and proper for reception of its work, except as to defects which may develop in another contractor's work after execution of its work. DISTRICT shall provide for coordination of the activities of the DISTRICT's own forces and of each separate contractor with the Work of the CONTRACTOR, who shall cooperate with them. The CONTRACTOR shall participate with other separate contractors and the DISTRICT in reviewing their respective construction schedules when directed to do so. The CONTRACTOR shall make any revisions to the approved construction schedule for the Work hereunder deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the construction schedules to be used by the CONTRACTOR, separate contractors and the DISTRICT until subsequently revised.

C. To ensure proper execution of CONTRACTOR'S subsequent work, CONTRACTOR shall measure and inspect work already in place and shall report in writing to the ARCHITECT/ENGINEER any discrepancy between executed work and this Contract. The CONTRACTOR shall afford the DISTRICT and any separate CONSTRACTORS reasonable opportunity for storage of their materials and equipment and performance of their activities at the Site and shall connect and coordinate the CONTRACTOR's Work, construction and operations with theirs as required by the Contract Documents.

D. CONTRACTOR shall ascertain to CONTRACTOR's satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by DISTRICT in connection with the Project, in order that CONTRACTOR may perform this Contract in the light of any other contracts. Nothing contained in this Contract shall be interpreted as granting to CONTRACTOR exclusive occupancy of the project site. CONTRACTOR shall not cause any unnecessary hindrance or delay to any other contractor working on the project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, DISTRICT shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that the contractors may proceed simultaneously. DISTRICT shall not be responsible for any damage suffered or extra costs incurred by CONTRACTOR resulting directly or indirectly from

the award of performance or attempted performance of any other contract or contracts on the project or caused by any decision or omission of DISTRICT regarding the order in performing the contracts.

00 72 00. 27 Nondiscrimination

In performing this Contract, CONTRACTOR and its subcontractors shall not unlawfully discriminate in the employment of persons on the project because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status and sex.

00 72 00. 28 Subcontracting

A. CONTRACTOR agrees to bind every subcontractor by the terms and conditions of this Contract as far as the terms are applicable to the subcontractor's work. If CONTRACTOR subcontracts any part of this Contract, CONTRACTOR shall be responsible to DISTRICT for any acts and/or omissions of its subcontractors, suppliers, and of persons either directly or indirectly employed by its subcontractors or suppliers. Nothing contained in this Contract shall create any contractual relationship between any subcontractor/supplier and DISTRICT.

B. DISTRICT's consent to or approval of any subcontractor or supplier under this Contract shall not in any way relieve CONTRACTOR of its obligations under this Contract, and no such consent or approval shall be deemed to waive any provision of this Contract.

C. The substitution of subcontractors shall be permitted only as authorized by Public Contract Code Section 4100 et seq. In the event CONTRACTOR substitutes any subcontractor for a listed subcontractor pursuant to such statutory framework, the new subcontractor shall stand in place and stead of the originally listed subcontractor, and any further request for substitution of the new subcontractor shall only be permitted if it would have been authorized by Public Contract Code Section 4100 et seq. where the subcontractor to be replaced was an originally listed subcontractor. Any subsequent substitution requests must also meet such standards, just as if the subcontractor to be replaced was an originally listed subcontractor.

D. All subcontractors shall be appropriately licensed to perform the work for which employed in conformity with the laws of the State of California.

00 72 00. 29 Status of Contractor

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

B. CONTRACTORS are required, by law, to be licensed and regulated by the Contractor's State License Board. Any contractor not so licensed is subject to certain penalties and citations under the law and, if such be the case, the Contract will be considered void and pursuant to Business and Professions Code Section 7028.7.

C. DISTRICT is to at all times have current, CONTRACTOR contact information. If at any time necessary contact cannot be made to CONTRACTOR, the DISTRICT will take whatever measures necessary, and CONTRACTOR will be responsible for any costs incurred.

00 72 00. 30 Workers

A. At all times, CONTRACTOR shall enforce strict discipline and good order among its employees and shall ensure that its subcontractors enforce strict discipline and good order among their employees. If any person employed by, or an agent of, CONTRACTOR shall fail or refuse to carry out the directions of DISTRICT, or if any person employed by, or an agent of, any subcontractor or supplier shall fail or refuse to carry out the directions of the CONTRACTOR; or, in the opinion of the DISTRICT, any person working on the Site or the Work is incompetent, unfit, lacks diligence, is not skilled in the work assigned, consumes or possesses alcoholic beverages, illegal drugs, or tobacco products on the Site, or is disorderly; uses threatening or abusive language to any person representing the DISTRICT on the Work; or is otherwise unsatisfactory, upon DISTRICT's request to CONTRACTOR, he or she shall be dismissed and removed from the Work immediately, and shall not again be employed on the Work except with the written consent of DISTRICT.

B. CONTRACTOR shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project site during performance of the Work, attend Project meetings and have prior successful experience in similar projects. The superintendent shall represent CONTRACTOR in the CONTRACTOR's absence, shall have complete authority to represent and act for CONTRACTOR, and communications given to the superintendent shall be as binding as if given to CONTRACTOR. Whenever the Superintendent or his/her assistants are not on site, DISTRICT may stop the work until they arrive.

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

00 73 16 Insurance Requirements

A. Contractor Insurance Requirements: During the term of this Contract, CONTRACTOR shall secure and maintain public comprehensive general liability, workers' compensation, auto liability, Builders Risk and property insurance in amounts provided in the Information to Bidders, Instruction for Insurance article, to protect CONTRACTOR, the DISTRICT and its officers, agents, employees and governing board members from all claims for personal injury, including accidental death, as well as from all claims for property damage arising out of CONTRACTOR's performance of this Contract.

B. Subcontractor Requirements: CONTRACTOR shall require that any subcontractors secure and maintain similar public comprehensive general liability, workers' compensation, auto liability, and property insurance in appropriate amounts.

C. Property Insurance: CONTRACTOR shall purchase and maintain and cause to be maintained property insurance on all work subject to loss or damage. The amount of property insurance shall be sufficient to protect against loss or damage in full until the Project is accepted by DISTRICT. CONTRACTOR and its subcontractors waive all rights against each other and against all other subcontractors, vendors and DISTRICT for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance applicable to the Project, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this bid require an endorsement of consent of the insurance company to provide continued coverage where there is a waiver of subrogation, the owners of such policies shall cause them to be so endorsed or obtain such consent.

D. Worker's Compensation Insurance: During the term of this Contract, CONTRACTOR shall provide workers' compensation insurance for all of CONTARCTOR'S employees engaged in work under this Contract on or at the site of the Project and in case any of CONTRACTOR'S work is sublet, CONTRACTOR shall require the subcontractor to provide workers' compensation insurance for all of subcontractor's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the CONTRACTOR'S insurance. In case any class of employees engaged in work under this Contract on or at the site of the Project is not protected under the Workers' Compensation laws, CONTRACTOR shall provide or cause a subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. CONTRACTOR shall file with the DISTRICT a certificate of workers' compensation coverage pursuant to the Information to Bidders, Instruction for Insurance article, and in compliance with California Labor Code Section 3700. If CONTRACTOR fails to maintain such insurance, DISTRICT may take out compensation insurance which DISTRICT might be liable to pay under the provisions of the Act by reason of an employee of the CONTRACTOR being injured or killed and deduct and retain the amount of the premium for such insurance from any sums due CONTRACTOR.

E. CONTRACTOR shall not commence work or allow any subcontractor to commence work under this Contract until CONTRACTOR has obtained all required insurance and certificates which shall be delivered to and approved by DISTRICT in accordance with Information to Bidders, Instruction for Insurance article.

F. CONTRACTOR shall not commence Work on the Project site before the effective date of the insurance and bonds CONTRACTOR is required to obtain by the Contract Documents. The established date of commencement of the Contract Time will not be changed by the date of such insurance and/or bonds.

00 73 19 Student Safety Allowance (Fingerprinting)

A. Requirements for Contact with Students: Contractor shall comply with Education Code section 45125.2 and this Article. If Contractor's employee(s), agent(s) or subcontractor(s) will have more than limited contact with students, then Contractor must take one or more of the following steps:

1. Install a physical barrier at the worksite to limit contact with pupils.

2. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees.

3. Arrange for surveillance by personnel with DISTRICT approval.

B. Emergency or Exceptional Situation: If CONTRACTOR is providing the services in an emergency or exceptional situation, CONTRACTOR is not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. DISTRICT shall determine whether an emergency or exceptional situation exists.

C. DISTRICT Processing to Department of Justice: If Contractor is required to receive verification for an employee, agent or subcontractor from the Department of Justice pursuant to this Article or the Education Code, **Contractor will have individual(s) processing submitted through the DISTRICT** to the Department of Justice using the DISTRICT's fingerprinting hardware and materials. The DISTRICT will charge for such assistance at its standard rates charged to its own employees. **Department of Justice clearance processed through any other agency will not be accepted by the DISTRICT**. Refer to Attachment "C" for instructions for obtaining fingerprinting clearance through the DISTRICT.

D. Verification of Compliance Under Penalty of Perjury: Contractor shall certify under penalty of perjury, on a form provided by the DISTRICT, compliance with this Article prior to performing any work in which any employee, agent or subcontractor will have more than limited contact with students.

E. Indemnification and Hold Harmless Agreement: It shall be Contractor's sole responsibility to ensure compliance with Education Code sections 45125.1 and 45125.2 and this Article. In addition to and without limiting any other indemnity promise made in this contract, Contractor agrees to defend, indemnify and hold harmless the DISTRICT for and from any and all actual or potential claims of any kind or description seeking to hold the DISTRICT, its employees or its agents responsible for violation of Education Code sections 45125.1 or 45125.2, or any other violation arising out of duties imposed by Education Code sections 45125.1 or 45125.2, arising out of Contractor's employee's, agent's or subcontractor's contact with students. Contractor's indemnification obligation shall include, without limitation, judgments, settlements, contributions, payments, fines and penalties, as well as the costs of investigating and complying with equitable decrees or governmental directives. The defense obligation shall include, without limitation, legal fees, litigation expenses, and investigative costs.

F. Definitions:

1. A "violent felony" is any felony listed in subdivision (c) of section 667.5 of the Penal Code.

2. A "serious felony" is any felony listed in subdivision (c) of section 1192.7 of the Penal Code.

3. An "emergency or exceptional situation" is, as determined by the DISTRICT in its sole discretion, a situation in which pupil health or safety is endangered or when repairs are needed to make a school facility safe and habitable.

00 73 43 Wage Rates

A. The project is a public works Project, as defined in Labor Code section 1720, and must be performed in accordance with the requirements of Labor Code sections 1720 to 1815 and Title 8 CCR sections 16000 to 17270, which govern the payment of prevailing wage rates on public works projects.

B. Notice is hereby given pursuant to the provisions of Section 1770 et seq of the California Labor Code, Director of the Department of Industrial Relations determined the general prevailing rate of per diem wages, including those for holiday and overtime work, in the locality in which this work is to be performed for each craft or type of workman or mechanic needed to execute the contract which will be awarded to the successful bidder, and the prevailing rates are as set forth in the web address www.dir.ca.gov/Dirdatabases.html and are incorporated herein by reference. DIR Wage Determinations are kept on file at District Purchasing Department, 4498 N. Brawley Ave., Fresno CA. 93722.

C. When permitted by law, holiday and overtime work shall be paid at a rate of at least one and one-half times the specified rate of per diem wages, unless otherwise specified.

D. Each worker of the CONTRACTOR and any of its subcontractors engaged in work on the Project shall be paid not less than the prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractor and such workers.

E. Each worker needed to execute the Work on the Project shall be paid travel and subsistence payments, as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations, in accordance with Labor Code Section 1773.1.

F. CONTRACTOR shall post at appropriate and conspicuous location(s) on the Project Site a schedule showing all applicable prevailing wage rates in accordance with Labor Code section 1773.2.

G. As a penalty, the CONTRACTOR and any violating subcontractor under the CONTRACTOR, shall forfeit not more than ($200) two-hundred dollars for each calendar day, or any portion thereof, any worker is paid less than the established prevailing wage rates for the work or craft in which the worker is employed by CONTRACTOR or any subcontractor on the project. The difference between the established prevailing wage rates and the amount paid to each worker for each whole or partial calendar day for which each worker was paid less than the established prevailing wage rates, shall be paid to each worker by the CONTRACTOR or subcontractor, in accordance with Labor Code Section 1775, and CONTRACTOR and its subcontractors shall comply with Labor Code 1775 in all respects.

H. The subcontracts executed between CONTRACTOR and its subcontractors for the performance of the Work shall include a copy of the provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

I. Any worker employed to perform work on the Project which is not covered by any classification available in the DISTRICT office, shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds with work to be performed by him and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

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

K. CONTRACTOR and each subcontractor shall keep or cause to be kept accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR and/or each subcontractor in connection with the project. All payroll records shall be made available for inspection as provided by Labor Code Section 1776. The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records. As a penalty, the CONTRACTOR shall forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. These penalties shall be withheld from progress payments then due. Failure to timely submit payroll records may result in debarment by the Labor Commissioner. Be aware, California Labor Code Section 1771.5 requires contract payments to be withheld when payroll records are delinquent or inadequate. It is the responsibility of CONTRACTOR to comply with all the provisions of Labor Code Section 1776.

L. The project is subject to compliance monitoring and enforcement by the DIR pursuant to and will require prime contractors and subcontractors to upload **ALL payroll records on the DIR website: http://www.dir.ca.gov/Public-Works/PublicWorks.html.** Any additional requirements that materialize from this legislation must be complied with by all contractors to preserve the District's ability to apply for available State bond funding on the project in the future.

00 73 43 1 FEDERAL LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS
APPLICABILITY OF THIS SECTION WILL BE NOTED IN THE NOTICE TO BIDDERS

1. 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.
2. **Minimum Wages**
   2.1. 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.
   2.2. 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.

2.2.1. 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; 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 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.

2.2.2. 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:

2.2.2.1. The Work to be performed by the classification requested is not performed by a classification in the wage determination; and

2.2.2.2. The classification is utilized in the area by the construction industry; and

2.2.2.3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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.
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.
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.
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.

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.
8. **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.

8.1. Payrolls and basic records.

8.2. 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.

8.3. The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to the Department of Industrial Relations (**DIR) website: http://www.dir.ca.gov/Public-Works/PublicWorks.html**. 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 DIR or other government agency.

8.3.1. 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:

8.3.1.1. 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,

8.3.1.2. That the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and

8.3.1.3. That such information is correct and complete;

8.3.1.4. 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

8.3.1.5. 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;

8.3.1.6. 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.

8.3.1.7. 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 this section.

8.3.1.8. 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.

8.3.2. 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.

9. Apprentices and trainees

9.1. **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.

9.2. **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.

9.3. **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.

10. **Compliance with Copeland Act requirements.** Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

10.1. **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.

10.2. **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.

10.3. **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.

10.4. **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.

11. Certification of eligibility.

11.1. 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).

11.2. 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).

11.3. Contractor shall be subject to the penalty for making false statements prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11.4. **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.

11.5. **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.

11.6. **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.

11.7. **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 forgoing paragraph.

11.8. **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 this section.

00 73 44 Apprentices

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

B. 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.

C. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed and shall be employed only at the work or the craft or trade to which he or she is registered.

D. Only apprentices, as defined in Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 commencing with Section 3070 of the Labor Code are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.

E. Pursuant to Labor Code Section 1777.5, the CONTRACTOR and any subcontractors employing workers in any apprenticeship craft or trade, in performing any work under this Contract, shall apply to the applicable joint apprenticeship committee for a certificate approving CONTRACTOR or subcontractor under the applicable apprenticeship standards for the employment and training of apprentices.

F. Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed and the approximate dates the apprentices will be employed.

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

H. CONTRACTOR shall become fully acquainted with the laws concerning apprentices prior to commencement of the Project. Special attention is directed to sections 1777.5, 1777.6 and 1777.7 of the Labor Code and Title 8 of the California Code of Regulations. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California.

00 73 45 Hours of Work

A. As provided in the Wage Rates Section commencing with Section 1810 Labor Code, eight hours of labor shall constitute a legal day of work. The standard time of service of any worker employed at any time by the CONTRACTOR, or by any subcontractor on any subcontract under this Contract, upon the Project or upon any part of the Project contemplated by this Contract, shall not exceed eight hours per day and forty hours during any one week unless all overtime and off time laws are complied with in full. Upon completion of all hours worked in excess of eight hours per day and forty hours during any one week, work shall be permitted upon the project at not less than one and one-half times the basic rate of pay. All work performed on Saturday, Sunday, and/or holiday shall be paid pursuant to the Prevailing Wage Determination.

B. The CONTRACTOR shall keep and shall cause each subcontractor to keep accurate records 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 Project or any part of the Project. The record shall be kept open at all reasonable hours to the inspection of the DISTRICT and to the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California.

C. As a penalty, the CONTRACTOR shall pay $25.00 for each worker employed by CONTRACTOR or by any subcontractor in the performance of this Contract for each calendar day during which the worker is required or permitted to work more than eight hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of the Wage Rates Section commencing with Section 1810 of the Labor Code. Any work performed after regular working hours or on Sundays or other holidays shall be performed without additional expense to DISTRICT.

00 91 13 Addenda

Reserved

00 94 00 Record Modifications

Reserved

DIV 01 - GENERAL REQUIREMENTS

01 14 00 WORK RESTRICTIONS

01 14 13 01 Access to Work

DISTRICT and its representatives shall at all times have access to the work of the Project. CONTRACTOR shall provide safe and proper facilities for such access. DISTRICT representatives shall check in with the Project Superintendent and observe all safety requirements of CONTRACTOR. All persons entering the Site shall comply with CONTRACTOR's safety requirements as defined in CONTRACTOR's job site specific safety plan, Injury and Illness Prevention Plan and Subcontractor Injury Prevention Plan, while the Site is under the control of CONTRACTOR. CONTRACTOR shall maintain a Daily Job Site Sign-In Log requiring all subcontractors to sign-in at the jobsite each day of work. The log shall include, at minimum, the date, time, number of workers, and the company name. **CONTRACTOR shall submit Daily Job Site Sign-In Log weekly to the DISTRICT Project Manager.**

01 14 16 01 Access Policy for Non-District Representatives

CONTRACTOR shall be responsible for enforcing and posting a policy of safe and proper access for NON-DISTRICT REPRESENTATIVES onto the jobsite during the course of construction.

01 14 16. 02 Keys

CONTRACTOR may request keys for access onto the site (gate key) and building keys available from DISTRICT Maintenance Lock Shop. Upon approval, keys will be issued contingent on contractor signing district key card and will be responsible for same. Lost keys will be charged at minimum $250 per key and shall be deducted from owed retention. Should lost or stolen keys require the site to be rekeyed, rekeying costs will be charged to CONTRACTOR through deduction from retention.

01 25 13.01 Product Substitution Procedure

A. Whenever any material, process, or section is indicated or specified by grade, patent, brand, name, trade name or proprietary name, or by name of manufacturer, in the specifications, that specification shall be deemed to be used for the purpose of facilitating the description of material, process, or Section desired and shall be deemed to be followed by the words "or equal." Unless otherwise stated, CONTRACTOR may propose to use any material, process, or Section which is substantially equal to or better in every respect to that indicated or specified. If the material, process, or Section offered by CONTRACTOR is not substantially equal to or better in every respect to that specified, in the opinion of the ARCHITECT/ENGINEER or DISTRICT, CONTRACTOR shall furnish the material, process or Section specified. The burden of proof as to the equality of any material, process or Section shall rest with CONTRACTOR. CONTRACTOR may submit a request in writing for substitution of any "or equal" item, together with substantiating data, including submittal of specified item during the bid process, however, no later than **ten (10)** calendar days prior to the bid opening. After the bid opening all requests must be submitted, together with substantiating data, including submittal of specified item within **five (5)** calendar days after the Notice of Award is issued. No substitution requests will be considered after this allowed time. The decision of the ARCHITECT/ENGINEER or DISTRICT to accept or deny any request for substitution shall be final and binding. The provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this Contract.

B. In the event CONTRACTOR furnishes any material, process or Section more expensive than that specified, the difference in cost of the material, process or Section so furnished shall be borne by CONTRACTOR.

C. If the substitution is accepted, the CONTRACTOR shall be solely and directly responsible for fitting accepted substitute materials and equipment into the available space in a manner acceptable to the ARCHITECT/ENGINEER and for the proper operation of the substituted equipment with all other equipment with which it may be associated.

The CONTRACTOR shall bear all costs of meeting the above requirements including any additional ARCHITECT/ENGINEERING design or approval fees for presenting and/or implementing a proposed substitution, if the substitution is accepted.

D. In the event the words "no substitutions" follows any material, product, thing, or service specified by grade, patent, brand, name, trade name or proprietary name, or by name of manufacturer, CONTRACTOR shall provide the specified item. The District Designee has made a finding that a particular material, product, thing, or service is designated by specific brand or trade name for one or more of the purposes listed in California Public Contract Code Section 3400 (c) (1-4). In such event, failure to provide a bid for the specified item(s) will be automatic grounds for rejection of the bid.

01 25 13. 02 Standardization of Products and Equipment

Pursuant to Public Contract Code 3400(c)(2), Fresno Unified School District finds that it is in the best interest of the DISTRICT to standardize the products, equipment, and materials listed in Exhibit A-1 and Exhibit A-2 in order to match other products/equipment in use ~~at~~ on a particular work of improvement either completed or in the course of completion. Where a specific brand, trade name, material, or product identified in the bid documents is also listed in Exhibit A-1 or Exhibit A-2, it shall be deemed to be followed by the words "No Substitutions," and CONTRACTOR shall not make or request substitutions regarding any such product, equipment or material. Furthermore, inadvertent acceptance by the DISTRICT, DISTRICT REPRESENTATIVE, or ARCHITECT/ENGINEER through a process of submittals, change orders, or oversight shall not constitute an acceptance of a substituted item in lieu of a DISTRICT standardized item. CONTRACTOR shall bear the entire responsibility and cost for removing any installed substituted item and replacing with DISTRICT specified standard. Exhibit A-1 and Exhibit A-2 may be obtained from DISTRICT Purchasing Department web page under public works CUPCCAA menu: https://www.fresnounified.org/dept/purchasing/Pages/CUPCCAA.aspx or by contacting the Purchasing Department at (559) 457-3588.

01 26 00 CONTRACT MODIFICATION PROCEDURES

01 26 00.01 Changes and Extra Work

A. DISTRICT may, as provided by law and, without invalidating this Contract, order extra work or make changes by altering, adding to, or deducting from work and the Contract sum shall be adjusted accordingly. Upon a change order request by the DISTRICT or the DISTRICT'S representative, the CONTRACTOR shall submit a breakdown of all costs and/or credits incurred to accomplish the requested change, including subcontractor(s) and supplier(s) written quotations for the extra work or change in work. The breakdown shall be of sufficient detail to allow justification of additional costs and/or credits. CONTRACTOR shall submit the actual completed takeoff and pricing. Time extension(s) will not be granted for insufficient breakdown data that requires re-submittal, or for pricing that in the judgment of the DISTRICT is not consistent with reasonable cost. All the Work shall be subject to the conditions of this Contract, and it shall be in accordance with all applicable legal requirements including, but not limited to, the provisions of Title 24 of the California Code of Regulations except that any claim for extension of time caused by changes shall be adjusted at the time of ordering the change. DISTRICT has the discretionary authority to order changes on a time and material basis, with adjustments to time, made after CONTRACTOR has justified, through documentation, the impact on the critical path of the Project. The issuance of a change order pursuant to this Section in connection with any change authorized by the DISTRICT under this Section shall not be deemed a condition precedent to CONTRACTOR's obligation to promptly commence and diligently complete any such change authorized in writing by the DISTRICT hereunder. The DISTRICT's right to make changes shall not invalidate the Contract nor relieve the CONTRACTOR of any liability or other obligations under the Contract Documents. Any requirement of notice of changes in the scope of Work to the Surety shall be the responsibility of the CONTRACTOR. The DISTRICT may make changes to bring the Work or the Project into compliance with environmental requirements

or standards established by local, state or federal statutes, codes, ordinances, and/or regulations enacted after award of the Contract.

B. Notwithstanding any other provision in the Contract Documents, the adjustment in the Contract sum, if any, and the adjustment in the Contract time, if any, set out in a change order shall constitute the entire compensation and/or adjustment in the Contract time due CONTRACTOR arising out of the change in the Work. **The amount of the compensation due CONTRACTOR shall be calculated pursuant to subparagraph I of this Section.** The entire compensation shall not include delay damages (due to processing of a change order and/or refusal to sign a change order) and/or indirect, consequential, and/or incidental costs including any project management costs, extended home office and field office overhead, administrative costs, and/or profit, other than those amounts authorized under subparagraph I of this Section. If the DISTRICT approves of a change, a written change order prepared on behalf of the DISTRICT shall be forwarded to the CONTRACTOR describing the change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such change. All change orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the change order, as well as any adjustments to the Contract Time. Any claim or item relating to any change incorporated into a change order not presented by the CONTRACTOR for inclusion in the change order shall be deemed waived. The CONTRACTOR shall execute the change order prepared pursuant to the foregoing. Once the change order has been prepared and forwarded to the CONTRACTOR for execution, without the prior approval of the DISTRICT which may be granted or withheld in the sole and exclusive discretion of the DISTRICT, the CONTRACTOR shall not modify or amend the form or content of such change order, or any portion thereof. The CONTRACTOR's attempted or purported modification or amendment of any such change order, without the prior approval of the DISTRICT, shall not be binding upon the DISTRICT; any such unapproved modification or amendment to such change order shall be null, void and unenforceable. In the event of any amendment or modification made by the CONTRACTOR to a change order for which there is no prior approval by the DISTRICT, in accordance with the provisions of this Section, unless otherwise expressly stated in its approval or ratification of such change order, any action of the Board of Education to approve or ratify such change order shall be deemed to be limited to the change order as prepared by the ARCHITECT; such approval or ratification of such change order shall not be deemed the DISTRICT's approval or ratification of any unapproved amendment or modification by the CONTRACTOR to such change order.

C. In giving instructions, the ARCHITECT/ENGINEER shall have authority to make minor changes in work not involving a change in cost, and not inconsistent with purposes of the Project. Any minor changes affecting building structure or fire ratings shall be by formal Change Order and will require approval by the Division of the State Architect or State Fire Marshall. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless made pursuant to a written order from DISTRICT and no claim for any addition to the Contract amount shall be valid unless by action of the governing board of DISTRICT. Within fifteen (15) days after receipt of a written order directing a change in the Work or furnishing the written notice regarding any oral order directing a change in the Work, the CONTRACTOR shall submit to the DISTRICT a detailed written statement setting forth the amount of any adjustment to the Contract Price on account thereof, properly itemized and supported by sufficient substantiating data to permit evaluation of the same, and the extent of adjustment of the Contract Time, if any, required by such change. No claim or adjustment to the Contract Price or the Contract Time shall be allowed if not asserted by the CONTRACTOR in strict conformity herewith or if asserted after Final Payment is made under the Contract Documents.

D. If the CONTRACTOR claims that additional cost or time is involved because of (1) any oral or written interpretation, (2) any order by the DISTRICT to stop the Work where the CONTRACTOR was not at fault, or (3) any written order for a minor change in the Work issued, the CONTRACTOR may make such claim for additional work. However, any oral order, direction, instruction, interpretation, or determination from the DISTRICT, the

DISTRICT's Inspector of Record, or the ARCHITECT/ENGINEER, which in the opinion of the CONTRACTOR causes any change to the scope of the Work, or otherwise requires an adjustment to the Contract Price or the Contract Time, shall be treated as a change only if the CONTRACTOR gives the ARCHITECT and the DISTRICT written notice within ten (10) days of the order, directions, instructions, interpretation or determination and prior to acting in accordance therewith. Time is of the essence in CONTRACTOR's written notice pursuant to the preceding sentence so that the DISTRICT can promptly investigate and consider alternative measures to address the order, direction, instruction, interpretation or determination giving rise to CONTRACTOR's notice. Accordingly, CONTRACTOR acknowledges that its failure, for any reason, to give written notice within ten (10) days of such order, direction, instruction, interpretation or determination shall be deemed CONTRACTOR's waiver of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of such order, direction, instruction, interpretation or determination. The written notice shall state the date, circumstances, extent of adjustment to the Contract Price or the Contract Time, if any, requested, and the source of the order, directions, instructions, interpretation or determination that the CONTRACTOR regards as a change. Unless the CONTRACTOR acts in strict accordance with this procedure, any such order, direction, instruction, interpretation or determination shall not be treated as a change and the CONTRACTOR hereby waives any claim for any adjustment to the Contract Price or the Contract Time on account thereof.

E. Notwithstanding any other language in the Contract Documents, the language of this Section, Changes and Extra Work, shall control as to the DISTRICT’s allowance for labor, material, overhead and profit and labor burden.

F. At the discretion of the DISTRICT, the value of any extra work, change, or deduction shall be determined in one or more of the following ways:

1. By mutually agreeable lump sum proposal from CONTRACTOR. In the event a cost is requested for any extra work, the CONTRACTOR will be required to obtain and submit to the DISTRICT, for evaluation, three competitive price quotes on the work. The DISTRICT reserves the right to select the quotation which best meets its requirements.

2. By unit prices contained in CONTRACTOR’s original bid and incorporated in the Contract Documents or fixed by subsequent agreement between DISTRICT and CONTRACTOR. All unit prices, whether set forth in the Contract or subsequently agreed upon, shall include overhead, increased premium on surety bonds, profit and all related expenses.

3. By cost of material and labor and percentage for overhead and profit

G. If none of the methods set forth above is agreed upon, the CONTRACTOR may be directed by DISTRICT to nonetheless promptly proceed with the Work. The cost of such Work shall then be determined by the DISTRICT on the basis of the CONTRACTOR’s reasonable expenditures and savings, including, in the case of an increase in the Contract Sum, an allowance for overhead and profit in accordance with this Section. When both additions and/or credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net difference.

H. Allowable overhead and profit shall be applied to additions and not exceed the following for calculating the amount of compensation due CONTRACTOR(Refer to Example columns to clarify allowable percentages and method for calculating overhead and profit on changes in work):

	SUPERVISED WORK	OWN WORK (SELF-PERFORM)	Example #1: Contractor Own Work Labor/Material/Equipment Cost = $1,000	Example #2: Subcontractor Own Work Labor/ Material/Equipment Cost = $1,000.00	Example #3: Second or Third Tier Subcontractor Own Work Labor/Material/Equipment Cost = $1,000 (No First Tier Subcontractor Own Work)
To Contractor	10% x (cost plus lower tier subcontractor O&P)	10% of cost	O&P = $1,000 x 10% = $100 Net Compensation (excluding bond cost) = $1,100	O&P = $1,100 x 10% = $110 Net Compensation (excluding bond cost) = $1,210	O&P = $1,155 x 10% = $115.50 Net Compensation (excluding bond cost) = $1,270.50
To First Tier Subcontractor	5% x (cost plus lower tier subcontractor O&P)	10% of cost	N/A	O&P = $1,000 x 10% = $100	O&P = $1,100 x 5% = $55
To Second or Third Tier Subcontractor	N/A	10% of cost	N/A	N/A	O&P = $1,000 x 10% = $100

**When a credit for work is due to the district, 5% will be credited back to the district for overhead and profit.

1. A first tier Subcontractor means a Subcontractor that has a direct contractual relationship with the CONTRACTOR.

2. A second or third tier Subcontractor means a Subcontractor that has a direct contractual relationship with a First Tier Subcontractor or a Second Tier Subcontractor, respectively.

3. Additional bond premium cost up to 1.5% may be applied to both additions and credits on top of the allowable overhead and profit markup with satisfactory evidence. At no point will additional bond markup be more than 1.5%.

I. The following definitions will apply to contract modifications:

1. **"Labor"** means the actual cost (prevailing locally) for wages paid directly to or on behalf of employee, as set forth by the Department of Industrial Relations, for each craft or type of worker(s) at the time the extra work is done. CONTRACTOR shall be compensated for the costs of labor actually and directly utilized in the performance of the change. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Included in "labor" are employer payments, directly to employee, of health & welfare, pension, vacation/holiday and training/other. The use of a labor classification, which would increase the extra work cost, will not be permitted unless the CONTRACTOR establishes the necessity for such additional costs. Use of a labor classification which would increase labor costs associated with any change shall not be permitted. Labor costs shall exclude costs incurred by the CONTRACTOR in preparing estimate(s) of the costs of the change, in the maintenance of records relating to the costs of the change, coordination and assembly of materials and information relating to the change or performance thereof, or the supervision and other overhead and general conditions costs associated with the change or performance thereof.

2. **"Material"** means all products, equipment and devices which are physically incorporated in the Work to be performed. Materials shall be at invoice or lowest current price at which such materials are locally available. The DISTRICT reserves the right to approve materials and sources of supply or to supply materials to the CONTRACTOR if necessary for the progress of the work. No markup shall be applied to any material provided by the DISTRICT. Any costs or expenses for equipment, facilities, or services not physically incorporated in the Work to be performed but necessary for its completion shall be considered "overhead", unless the DISTRICT agrees otherwise. CONTRACTOR shall be compensated for the costs of materials and equipment necessarily and actually used or consumed in connection with the performance of changes. If discounts by material suppliers are available for materials necessarily used in the performance of changes, they shall be credited to the DISTRICT. If materials and/or equipment necessarily used in the performance of changes are obtained from a supplier or source owned in whole or in part by the CONTRACTOR, compensation therefor shall not exceed the current wholesale price for such materials or equipment. If, in the reasonable opinion of the DISTRICT, the costs asserted by the CONTRACTOR for materials and/or

equipment in connection with any change is excessive, or if the CONTRACTOR fails to provide satisfactory evidence of the actual costs of such materials and/or equipment from its supplier or vendor of the same, the costs of such materials and/or equipment and the DISTRICT's obligation for payment of the same shall be limited to the then lowest wholesale price at which similar materials and/or equipment are available in the quantities required to perform the change. The DISTRICT may elect to furnish materials and/or equipment for changes to the Work, in which event the CONTRACTOR shall not be compensated for the costs of furnishing such materials and/or equipment or any mark-up thereon.

3.**" Construction Equipment."** CONTRACTOR shall be compensated for the actual cost of the necessary and direct use of construction equipment in the performance of changes to the Work. Use of such construction equipment in the performance of changes to the Work shall be compensated in increments of hourly, weekly or monthly rates, whichever shall be the most economical to the DISTRICT when applied to the scope of the specific change. Rental time for construction equipment moved by its own power shall include time required to move such construction equipment to the site of the Work from the nearest available rental source of the same. If construction equipment is not moved to the Site by its own power, CONTRACTOR will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the construction equipment is used for performance of any portion of the Work other than changes to the Work. Unless prior approval in writing is obtained by the CONTRACTOR from the ARCHITECT, and the DISTRICT, no costs or compensation shall be allowed for time while construction equipment is inoperative, idle or on standby, for any reason. The CONTRACTOR shall not be entitled to an allowance or any other compensation for construction equipment or tools used in the performance of changes to the Work where such construction equipment or tools have a replacement value of $1,000.00 or less. Construction equipment costs claimed by the CONTRACTOR in connection with the performance of any change to the Work shall not exceed rental rates (Blue Book) 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, and the DISTRICT, the allowable rate for the use of construction equipment in connection with changes to 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 construction equipment operator), and any all other costs incurred by the CONTRACTOR incidental to the use of such construction equipment.

4.**"Overhead"** means any necessary costs and expenses which are incurred in the performance of the Work excluding "labor", "materials," "labor burden," and construction equipment".

5.**"Labor Burden"** means employer paid costs and expenses (other than labor), resulting directly from change order work, associated with the employment of personnel on the project. These costs include additional expenditures for general liability, worker's compensation, social security, unemployment taxes and other direct costs resulting from Federal, State or local laws as well as assessments or benefits required by collective bargaining agreements. The maximum allowable cost by DISTRICT, for Labor Burden, shall not exceed forty-five percent (45%) of labor costs.

6. **"Other Items"** The DISTRICT may authorize other items which may be required on the extra work. These items would typically be different in their nature from those required by the original work, and which are of a type not ordinarily available from the CONTRACTOR or any of the Subcontractors. Invoices covering all such items may be required by DISTRICT.

J. If CONTRACTOR should claim that any instructions, request, drawing, specification, action, condition, omission, default, or other situation obligates DISTRICT to pay additional to CONTRACTOR or to grant an extension of time for the completion of the Contract, or constitutes a waiver of any provision of the Contract, CONTRACTOR shall notify the DISTRICT in writing of its claim within 10 days from the date it has actual or constructive notice of the factual basis supporting the claim. The CONTRACTOR'S failure to notify DISTRICT within the 10-day period shall

be deemed a waiver and relinquishment of the claim against DISTRICT. If the notice is given within the specified time, the procedure for its consideration shall be as stated above in this Section.

K. Contractor Maintenance of Records: In the event that CONTRACTOR shall be directed to perform any changes to the Work pursuant to this Section, or should the CONTRACTOR encounter conditions which the CONTRACTOR, pursuant to this Section, believes would obligate the DISTRICT to adjust the Contract Price and/or the Contract Time, CONTRACTOR shall maintain detailed records on a daily basis. Such records shall include without limitation hourly records for labor and construction equipment and itemized records of materials and equipment used that day in connection with the performance of any change to the Work. In the event that more than one change to the Work is performed by the CONTRACTOR in a calendar day, CONTRACTOR shall maintain separate records of labor, construction equipment, materials and equipment for each such change. In the event that any Subcontractor, of any tier, shall provide or perform any portion of any change to the Work, CONTRACTOR shall require that each such Subcontractor maintain records in accordance with this Section. Each daily record maintained hereunder shall be signed by CONTRACTOR's Superintendent or CONTRACTOR's authorized representative; such signature shall be deemed CONTRACTOR's representation and warranty that all information contained therein is true, accurate, complete, and relate only to the change referenced therein. All records maintained by a Subcontractor, of any tier, relating to the costs of a change to the Work shall be signed by such Subcontractor's authorized representative or Superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the DISTRICT, the ARCHITECT, or the DISTRICT's Inspector of Record upon request. In the event that CONTRACTOR shall fail or refuse, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Contract Price on account of any change to the Work is determined pursuant to this Section, the DISTRICT's reasonable good faith determination of the extent of adjustment to the Contract Price on account of such change shall be final, conclusive, dispositive and binding upon CONTRACTOR. CONTRACTOR's obligation to maintain records hereunder is in addition to, and not in lieu of, any other CONTRACTOR obligation under the Contract Documents with respect to changes to the Work.

L. Adjustments to Contract Time: In the event of any change(s) to the Work pursuant to this Section, the Contract Time shall be extended or reduced by change order for a period of time commensurate with the time reasonably necessary to perform such change to the extent it extends or reduces the critical path on the Project schedule. Such time shall be requested in writing by the CONTRACTOR with the Contract price adjustment proposal. The time extension request shall be justified by the CONTRACTOR by submittal of a CPM analysis accurately portraying the impact of the change on the critical path of the project schedule. Changes performed within available float as indicated in the updated approved construction schedule shall not justify a time extension to the Contract. If completion of the Work is delayed by causes for which the DISTRICT is responsible and the delay is unreasonable under the circumstances involved, and not within the contemplation of the CONTRACTOR and the DISTRICT at the time of execution of the Contract, the CONTRACTOR shall not be precluded from the recovery of damages arising therefrom.

M. Change Order Requests or Claims Based Upon Concealed or Unknown Conditions: If conditions are encountered at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The ARCHITECT will promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the CONTRACTOR's cost of, time required for, or performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum, Contract Time, or both. If the ARCHITECT determines that the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the ARCHITECT shall so notify the DISTRICT and the CONTRACTOR in writing,

stating the reasons. Claims by either party in opposition to such determination must be made within seven (7) days after the ARCHITECT has given notice of the decision. If the DISTRICT and the CONTRACTOR cannot agree on an adjustment in the Contract Sum or the Contract Time, the adjustment shall be referred to the ARCHITECT for initial determination, subject to other proceedings pursuant to the dispute resolution provisions herein.

N. Discounts, Rebates, Refunds, and Excess Materials: For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds and returns may be secured and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein. Should a change in work scope be made after materials have already been specially fabricated or delivered or paid for and CONTRACTOR is unable to provide a proper credit for such materials due to its custom or special nature, CONTRACTOR shall notify ARCHITECT/ENGINEER in writing so that DISTRICT can determine whether or not such materials should be delivered and retained by DISTRICT as attic stock or surplus materials. CONTRACTOR shall not sell, give away, throw away, destroy or salvage such materials without DISTRICT's written consent.

01 26 00.02 Claims for Extensions of Time; Notice of Claim

O. In the event of a delay, the CONTRACTOR shall provide a Notice of Delay within 24 hours of the event and submit a schedule fragnet depicting the delay with all substantiating documentation within **ten (10) days** of the event.

P. The CONTRACTOR shall detail in writing the causes for any delays within ten (10) days of the beginning of any delay, or within ten (10) days after CONTRACTOR first recognizes the condition giving rise to a claim for additional time, whichever is earlier. The CONTRACTOR's claim for additional time shall include the cost associated with the extension, if any, all facts and documents supporting the claim, and a current schedule showing the impact on the critical path of any claimed delay and that the delay will extend the Work beyond the contractual completion date. In the case of a continuing delay caused by a single event, only one (1) notice of claim for time extension is necessary. If unusually severe weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and place, could not have been reasonably anticipated, and had an adverse effect on the critical path of the scheduled construction. DISTRICT shall then ascertain the facts and extent of the delay and may, in its sole discretion, grant an extension of time for completing the Project. The DISTRICT'S findings of fact regarding any delay shall be final and conclusive and binding on both parties. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected.

Q. In the event CONTRACTOR fails to provide the aforementioned written notice within ten (10) days, CONTRACTOR waives its right to any extension of time. In no event will CONTRACTOR be allowed to reserve its rights to assert a claim for time extension or additional cost associated with a delay later than as required by this Section, unless DISTRICT agrees in writing to allow such reservation. The sole remedy of CONTRACTOR for extensions of time for excusable but non-compensable delays described in this Claim for Extensions of Time, Notice of Claim Section where DISTRICT is not at fault shall be an extension of the Contract Time at no cost to DISTRICT.

R. In the event that the performance and/or completion of the Project is delayed at any time by any act or omission of District or by any employee or agent of District, by strikes, by lockouts, by fire, by embargoes, by flood, by unusually severe weather, by earthquake, by acts of war or force majeure, or by any other cause beyond the reasonable control of Contractor, the date for completion of the Project shall be extended for a reasonable period as a consequence of such delay.

1. Delay Days – Delay Days shall be considered working days. - Delay Days will be evaluated and identified as one of the three categories listed below. Excusable delays will create adjustments in the contract time. Compensable delays will create adjustments in both the contract sum and contract time. In the event of concurrent delays, no delay damages are recoverable by either the DISTRICT or the CONTRACTOR, but an extension in time shall be granted for each contemporaneous delay day occurring on the critical path. Contemporaneous delays shall be evaluated using a schedule fragnet(s), schedule updates, daily reports, notices, and any other records of delaying events.

Excusable & Compensable	Excusable &Non-Compensable	Inexcusable
Delays caused by the DISTRICT, the ARCHITECT, or the DISTRICTS separate contractors(s)	Unusually severe weather Strikes or labor shortages Acts of God Fires, war, Acts of government & pestilence Unusual and unanticipated delays in manufacturing and/or deliveries of materials and/or equipment Concurrent Delays	Delays caused by the CONTRACTOR, Subcontractor(s), materialmen or suppliers.

2. Time Extensions For Unusually Severe Weather:

A. General:

1) **"Inclement Weather"** is the anticipated precipitation-affected days (including Mud Days) set forth in the applicable NOAA Meteorological Data Chart (broken down by each month of the year) which CONTRACTOR is expected to include in its project schedule and which anticipated weather days are not eligible for a time extension. DISTRICT reserves the right to update Meteorological Data included in the NOAA Chart to be provided by CONTRACTOR as set forth below, so that it reflects the most accurate data for the project site, site conditions and locality.
2) **"Unusually Severe Weather"** is more severe than the anticipated Inclement Weather set forth in the applicable NOAA Meteorological Data Chart for any given month.
3) **NOAA**, is the National Oceanic and Atmospheric Administration.
4) **"Mud"** (aka Mud Days) shall be considered as muddy site conditions, which prohibit access to and around the project site, including access to the buildings. CONTRACTOR agrees that even if the anticipated normal precipitation were exceeded for a given month, not all Mud Days are eligible for time extensions. Only a portion of the actual Mud Days will be considered for a time extension, of which they will be the percentage of actual precipitation that are above and beyond the anticipated normal precipitation or "Inclement Weather": See "Unusually Severe Weather" and “Inclement Weather” definitions above. Also, precipitation and Mud need to affect the activities on the critical path in order for them to impact the project schedule. If precipitation and Mud do not affect the critical path of the project schedule, there is no effect to the project and such conditions are not eligible for time extensions. Differing site soil conditions and drainage patterns will create individual variations in how "Mud" affects the site and the progress of the Work. It is the CONTRACTOR’s obligation to become aware of the site soil conditions, drainage patterns, and other elements that may affect the resulting impacts due to Mud.

B. The provisions herein specify the procedures for the determination of excusable time extensions for unusually severe weather. Inclement Weather, using the NOAA data (to be provided by the Contractor prior to first payment request and approved by the ARCHITECT - "sample" NORMALS, MEANS AND EXTREMES data chart provided herein below) and resulting Mud impacts due to anticipated precipitation,

shall be scheduled into the schedule. The Inclement Weather and Mud days shall be shown on CONTRACTOR's schedule and if not used shall become float for the project's use. CONTRACTOR will not be allowed a day-for-day weather delay when the work anticipates construction during a period that normally includes Inclement Weather. A day-for-day extension will only be allowed for those days in excess of the norm as set forth in the applicable NOAA Meteorological Data Chart. CONTRACTOR is expected to work seven (7) days per week (if necessary, irrespective of Inclement Weather), to maintain access, and to protect the work under construction from the effects of Inclement Weather.In order for the ARCHITECT and DISTRICT to award a time extension under this clause, CONTRACTOR must satisfy the following conditions:

1) The unusual weather experienced at the project site during the affected contract period must be found to be Unusually Severe Weather, that is, more severe than the anticipated Inclement Weather and Mud for any given month.
2) The Unusually Severe Weather must actually cause a delay to the critical path of the project schedule, and must not be on a non-work weekday such as a holiday.
3) After anticipated Inclement Weather and Mud delays are exceeded, an Unusually Severe Weather delay day will occur when adverse weather prevents CONTRACTOR from proceeding with more than seventy-five percent (75%) of the normal labor and equipment force towards completion of the day's current critical activity controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof. Upon experiencing a critical path delay due to Unusually Severe Weather, CONTRACTOR shall seek a time extension, in writing, from the ARCHITECT in written form, including a weather time impact analysis supporting any alleged delays due to Unusually Severe Weather. Failure to provide such written information within ten (10) days after experiencing Unusually Severe Weather shall be a waiver of the right to an extension of time therefor.

If each of the foregoing conditions are met, an excusable a non-compensable time extension will be granted.

Upon Notice-to-Proceed being issued and continuing through the contract duration, CONTRACTOR shall record each occurrence of Inclement Weather and Mud, and the resulting impact to the progress of scheduled work. Inclement Weather days will be as defined by the applicable NOAA data (to be submitted by CONTRACTOR as referenced above) and will be counted chronologically from the first to the last day of each month, with each daily incidence of Inclement Weather being counted as whole day. Once the number of days of anticipated Inclement Weather and Mud are exceeded in a given month, CONTRACTOR will become eligible for an excusable, non-compensable time extension for Unusually Severe Weather. CONTRACTOR shall incorporate all approved schedule modifications into the current monthly schedule update.

C. Meteorological Data Chart – (Sample – Applicable Chart to be Submitted)

Meteorological Data for Fresno, California Normals, Means and Extremes

Month	TEMPERATURE (degrees F)				PRECIPITATION***		FOG
	Normal		Extremes		Mean* Number Calendar /Workdays per month	Normal (in)	Mean**Number Calendar /Work Days per month
	Daily Max	Daily Min	Record Highest	Record Lowest			
Jan	54.1	37.4	78	19	7.5/5.4	1.96	11.8/8.4
Feb	61.7	40.5	80	24	7.1/5.1	**1.8**	6.0/4.3
Mar	66.6	43.4	90	26	7.1/5.1	1.89	1.7/1.2

Apr	75.1	47.3	100	32	4.1/2.9	0.97	0.3/0.2
May	84.2	53.7	107	36	1.9/1.4	0.3 -	0.1/0.1
Jun	92.7	60.4	110	44	0.7/0.5 0.0 8		0.0/0.0
Jul	98.6	65.1	112	50	0.1 1 3.1 '	0.01	0.0/0.0
Aug	96.7	63.8	111	49	0.3/0.2	0.03	0.1/0.1
Sep	90.1	58.8	111	37	**1.0/0.7**	0.24	0.1/0.1
Oct	79.7	50.7	102	27	2.2/1.6	0.53	0.9/0.6
Nov	64.7	42.5	89	26	- .2/3.7	1.37	5.$^{8}/_{4}$.1
Dec	53.7	37.1	78	18	6.7/4.8	1.42	12.1/8.6
Year					44.$^{1}/_{3}$1.5	10.6	38.8/27.7

Source: NOM, National Oceanic and Atmospheric Administration

*Precipitation of .01 inches or more

**Heavy Fog visibility % mile or less

***Refer to term Mud, for Mud impacts.

01 26 00.02 Claims for Additional Cost or Monetary Damages, Notice of Claim

If CONTRACTOR claims compensation for any damage allegedly sustained by reason of any acts of DISTRICT or its agents, or employees, CONTRACTOR shall submit to the ARCHITECT/ENGINEER written notice prior to proceeding with the work at issue, where CONTRACTOR is aware or should be aware of such claim's existence before the work at issue is performed. Where monetary damage cannot be ascertained prior to the performance of the work at issue, CONTRACTOR shall submit to the ARCHITECT/ENGINEER a written statement of the damage sustained within five (5) days after sustaining the damage. In addition, on or before the 15th day of the month after the month in which the damage was sustained, CONTRACTOR shall file with DISTRICT an itemized statement indicating the factual basis in support of its claim and the amount of damage. Each Claim for additional cost or monetary damage must include any associated claim for additional time and its associated costs, and all facts and documents supporting the claim, and a current schedule showing the impact on the critical path of any claimed delay and that the delay will extend the Work beyond the contractual completion date, including, but not limited to copies of written computations of delay damages and supporting documentation including but not limited to any relevant job cost, bidding and home office overhead information. Prior notice is not required for claims relating to an emergency endangering life or property on the Project. If CONTRACTOR believes additional cost is involved for reasons, including, but not limited to the following: a written interpretation from the ARCHITECT/ENGINEER, an order by DISTRICT to stop the Work where CONTRACTOR or its subcontractors or suppliers were not at fault, a written order for a minor change in the Work issued by the ARCHITECT, failure of payment by DISTRICT, compensable termination of the Contract by DISTRICT, DISTRICT's compensable suspension of the Work, or other reasonable grounds, a claim shall be filed in accordance with the procedure established herein. If CONTRACTOR fails to comply with any provision of this Section concerning the submission of written notice or statements, it waives any claim for compensation and shall not be entitled to consideration for payment on account of any such damage or monetary claim.

Submission of Claim Under Penalty of Perjury: California Penal Code section 72, provides that any person who presents for payment with intent to defraud any district board or officer, any false or fraudulent claim, bill, account, voucher, or writing, is punishable by fines not exceeding ten thousand dollars ($10,000.00) and/or imprisonment in the state prison. Government Code sections 12650, et seq., pertains to civil penalties that may be recovered from persons (including corporations, etc.) for presenting a false claim for payment or approval, presents a false record or statement to get a false claim paid or approved, or other acts, to any officer or employee of any political subdivision of the State of California. Any person or corporation violating the provisions of Government Code sections 12650, et seq., shall be liable for three times the amount of the damages of the political subdivision, plus a civil penalty, plus costs.

The CONTRACTOR shall certify, at the time of submission of a claim, as follows:

I, _____, being the _____ (Must be an officer) of_____ (CONTRACTOR), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional cost and/or extension of time, and know its contents, and said claim is made in good faith; the supporting data is truthful, accurate and complete; that the amount requested accurately reflects the adjustment for which the CONTRACTOR believes the DISTRICT is liable; and further, that I am familiar with California Penal Code section 72 and Government Code section 12650 et seq, pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences.

By: _____
Dated: _____

CONTRACTOR understands and agrees that any claim submitted without this certification does not meet the terms of the Contract Documents, that DISTRICT, or DISTRICT's representatives, may reject the claim on that basis and that unless CONTRACTOR properly and timely files the claim with the certification, CONTRACTOR cannot further pursue the claim in any forum, as a condition precedent will not have been satisfied.

01 26 00.02 Claims Procedure

S. ARCHITECT's Review: The ARCHITECT will review claims and take one or more of the following preliminary actions within ten (10) days of receipt of a claim: request additional supporting data from the claimant; submit a schedule to the parties indicating when the ARCHITECT expects to take action; reject the claim in whole or in part, stating reasons for rejection; recommend approval of the claim by the other party; or suggest a compromise. The ARCHITECT may also, but is not obligated to, notify the Surety, if any, of the nature and amount of the claim.

T. Documentation if Resolved: If a claim has been resolved, the ARCHITECT will prepare or obtain appropriate documentation.

U. Action if Not Resolved: If a claim has not been resolved, the party making the claim shall, within ten (10) days after the ARCHITECT's preliminary response, take one or more of the following actions: submit additional supporting data requested by the ARCHITECT; modify the initial claim; or notify the ARCHITECT that the initial claim stands.

V. ARCHITECT's Written Decision: If a claim has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the ARCHITECT, the ARCHITECT will notify the parties in writing that the ARCHITECT's decision will be made within seven (7) days. Before the expiration of such time period, the ARCHITECT will render to the parties its written decision relative to the claim, including any change in the Contract Sum or Contract Time or both. The ARCHITECT may, but is not obligated to, notify the Surety and request the Surety's assistance in resolving the controversy. If either party disputes the ARCHITECT's decision, it may proceed with the dispute resolution provisions which follow.

W. Claims: Except for tort claims, all claims by the CONTRACTOR for a time extension, payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to this Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or an amount the payment of which is disputed by the DISTRICT, of $375,000 or less shall be subject to the settlement and arbitration provisions/procedures provided in this Claims Procedure Section and by Public Contract Code Sections 20104 et seq. Those sections require that the claim be in writing, include the documents necessary to substantiate the claim, and be

filed on or before the final date of payment, and that such claim is subject to all time limits and notice and submission requirements for the filing of claims under the Contract.

1. For claims less than $50,000, the DISTRICT shall respond in writing within 45 days of receipt of the claim or may request in writing within 30 days any additional documentation supporting the claim or relating to defenses to the claim DISTRICT may have against CONTRACTOR, which, if required, shall be provided upon mutual agreement of the DISTRICT and CONTRACTOR. The DISTRICT'S written response to the claim, as further documented, shall be submitted to CONTRACTOR within 15 days after receipt of the further documentation or within a time period no greater than that taken by the CONTRACTOR in producing the additional information, whichever is greater.

2. For claims over $50,000 and less than or equal to $375,000, the DISTRICT shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim DISTRICT may have against CONTRACTOR. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of DISTRICT and CONTRACTOR. The DISTRICT's written response to the claim, as further documented, shall be submitted to the CONTRACTOR within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

X. If the CONTRACTOR disputes the DISTRICT's written response or the DISTRICT fails to respond within the time prescribed, the CONTRACTOR may so notify the DISTRICT, in writing, either within 15 days of receipt of the DISTRICT's response or within 15 days of the DISTRICT's failure to respond within the time period prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute, which conference shall be scheduled by DISTRICT within 30 days of such demand.

Y. If the claim or any portion of the claim 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 period of time within which a claim must be filed shall be tolled from the time the CONTRACTOR submits his or her written claim until the time that the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process. Further, should legal action be pursued, the provisions set forth in Public Contract Code Section 20104.4, including but not limited to those relating to mediation and arbitration, shall be followed.

Z. In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue the work diligently to completion. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind the Contract nor stop the progress of the work, but CONTRACTOR'S sole remedy shall be to comply with the Contract notice and dispute resolution provisions in all respects, and subsequently submit such controversy to determination by a court of the State of California, in Fresno County, having competent jurisdiction of the dispute, as set forth herein and by statute, after the Project has been completed, and not before.

01 29 00 PAYMENT PROCEDURES

01 29 73 01 <u>Cost Breakdown and Periodic Estimates</u>

D. On forms approved by DISTRICT, CONTRACTOR shall furnish the following:

i. A detailed estimate giving a complete breakdown of the Contract price for each Project or site within 10 days of award of the Contract. CONTRACTOR shall furnish a detailed Cost Breakdown (Schedule of Values) of the Contract Price consistent with the cost-loaded work activities included in the approved

construction schedule per school site, if award is for multiple sites. In preparing the Cost Breakdown, CONTRACTOR shall carefully list the true cost of each activity or item for which payment will be requested. The CONTRACTOR shall not "front-load" the Cost Breakdown with false dollar amounts for activities to be performed in the early stages of the Project. The DISTRICT may, in its sole discretion, utilize the costs listed in the Cost Breakdown (Schedule of Values) as the true cost of items to be deducted from the Contract Price through credit or deductive change order. The values for each line item shall include the amount of overhead and profit applicable to each item of work and shall include, at a minimum, a breakdown between rough and finish Work for the basic trades as well as individual dollars figures for large dollar equipment and materials to be installed or furnished for the Project. No individual line item or scope of work in the Cost Breakdown shall exceed $50,000, except with the express, written consent of the DISTRICT. Exceptions will be given by the DISTRICT for a single item of equipment for which the true cost exceeds $50,000. The Cost Breakdown shall be subject to the DISTRICT's review and approval of the form and content thereof. Upon request, CONTRACTOR shall provide DISTRICT with data and documentation substantiating the accuracy of the proposed line items. In the event that the DISTRICT shall reasonably object to any portion of the Cost Breakdown, within ten (10) days of the DISTRICT's receipt of the Cost Breakdown, the DISTRICT shall notify the CONTRACTOR, in writing of the DISTRICT's objection(s) to the Cost Breakdown together with any request for substantiating data or documentation. Within five (5) days of the date of the DISTRICT's written objection(s) and request for substantiating data and documentation, CONTRACTOR shall submit a revised Cost Breakdown to the DISTRICT for review and approval together with the requested data and documentation. The foregoing procedure for the preparation, review and approval of the Cost Breakdown shall continue until the DISTRICT has approved of the entirety of the Cost Breakdown. Once the Cost Breakdown is approved by the DISTRICT, the Cost Breakdown 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 reasonable discretion of the DISTRICT. Notwithstanding any provision of the Contract Documents to the contrary, payment of the CONTRACTOR's overhead, supervision and general conditions costs and profit, as such items are reflected in the Cost Breakdown, shall be made incrementally as included in the activities included in the approved construction schedule.

ii. A periodic itemized estimate of work done for the purpose of making partial payments; and

iii. A schedule of estimated monthly payments due CONTRACTOR within 10 days of request by DISTRICT.

01 29 76.01 <u>Progress Payment Procedures / Final Payment</u>

A. <u>Procedure:</u> On or before the twenty-fifth (25th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, the CONTRACTOR shall submit to the ARCHITECT an itemized Application for Payment on a form acceptable to DISTRICT for operations completed in accordance with the Cost Breakdown/Schedule of Values per school site, if award is to multiple sites. Such application shall be notarized, if required, and supported by the following, or such portion thereof, as ARCHITECT/DISTRICT require:

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.

2. The amount being requested with the Application for Payment by the CONTRACTOR on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract.

3. The balance that will be due to each of such entities after said payment is made.

4. A certification that the Record Drawings and Annotated Specifications are current.

5. The DISTRICT approved additions to and subtractions from the Contract Sum and Time.

6. An updated schedule current through the last working day prior to the date of submission.

7. A summary of the retentions (each Application shall provide for retention as set forth herein).

8. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the DISTRICT may require from time to time.

9. The percentage of completion of the CONTRACTOR's Work by line item; and

10. A statement showing all payments made by the CONTRACTOR for labor and materials on account of the Work covered in the preceding Application for Payment. Such applications shall not include requests for payment of amounts not authorized by change order or that the CONTRACTOR does not intend to pay to subcontractors or others because of a dispute or other reason.

B. If requested by the DISTRICT, an application for payment shall be accompanied by a summary showing payments that will be made to subcontractors covered by such application, and unconditional waivers and releases of claims and stop payment notices, from each subcontractor listed in the preceding application for payment covering sums disbursed pursuant to that preceding application for payment.

C. DISTRICT shall have the right to correct any error made in any estimate for payment. DISTRICT has the discretionary right to require that the CONTRACTOR provide the following information with the application for payment:

1. certified payroll records covering the period of the prior application for payment.

2. unconditional waivers and releases from all subcontractors and/or suppliers for which payment was requested under the prior application for payment.

3. conditional waivers and releases upon final payment from all subcontractors and/or suppliers for final payment.

4. receipts or bill of sale for any items.

5. revised construction progress schedule as approved by the DISTRICT; and

6. verification by Inspector of Record (IOR) that the as-built drawings and annotated specifications are up to date.

D. 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. Payments are only to be made by DISTRICT on account of materials and equipment incorporated in the Work. Any exceptions must be approved in advance in writing and are in the sole and exclusive discretion of DISTRICT.

E. Warranty of Title: The CONTRACTOR warrants that title to all Work covered by an Application for Payment will pass to the DISTRICT no later than the time of payment. The CONTRACTOR further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the DISTRICT shall, to the best of the CONTRACTOR's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the CONTRACTOR, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work.

F. Review of Progress Payment Application: After review by the IOR, the ARCHITECT will, within seven (7) days after receipt of the CONTRACTOR's Application for Payment, either approve such payment or notify the CONTRACTOR in writing of the ARCHITECT's reasons for withholding approval in whole or in part as provided herein. The review of the CONTRACTOR's Application for Payment by the ARCHITECT is based on 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 Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion, and to specific qualifications expressed by the ARCHITECT. The issuance of a Certificate for Payment will further constitute a representation that the CONTRACTOR is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the ARCHITECT has:

1. Made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work.

2. Reviewed construction means, methods, techniques, sequences, or procedures.

3. Reviewed copies of requisitions received from Subcontractors, material and equipment suppliers, and other data requested by the DISTRICT to substantiate the CONTRACTOR's right to payment; or

4. Made an examination to ascertain how or for what purpose the CONTRACTOR has used money previously paid on account of the Contract Sum.

G. Payments to CONTRACTOR:

1. Within thirty (30) days after DISTRICT approval of Application for Payment, CONTRACTOR shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the CONTRACTOR, or any surety, from damages arising from such Work or from enforcing 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.

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 out of compliance. Payment shall not be a waiver of any such direction.

H. Payment to Subcontractors and Suppliers: Without creating any rights in favor of the subcontractors or suppliers in this Contract, no later than seven (7) days after receipt, pursuant to Business and Professions Code Section 7108.5, the CONTRACTOR shall pay to each Subcontractor, out of the amount paid to the CONTRACTOR on account of such Subcontractor's portion of the Work or supplier's materials or equipment furnished, the amount to which said Subcontractor or supplier is entitled, reflecting percentages actually retained from payments to the CONTRACTOR on account of such Subcontractor's portion of the Work or supplier's portion of the materials. The CONTRACTOR shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors and Sub-suppliers in a similar manner.

I. Payment Information and Percentage of Completion: The DISTRICT will, on request and in the DISTRICT's sole discretion, furnish to a Subcontractor or supplier, if practicable, information regarding percentages of completion or amounts applied for by the CONTRACTOR, and action taken thereon by the DISTRICT, on account of portions of the Work done by such Subcontractor or materials or equipment furnished by such supplier. The DISTRICT shall have no obligation to pay, or to see to the payment of, money to a Subcontractor or supplier except as may otherwise be required by law.

J. Payment Not Constituting Approval or Acceptance: An approved Application for Payment, issuance of a Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the DISTRICT shall not constitute acceptance of work not performed in accordance with the Contract Documents.

K. Joint Checks: DISTRICT shall have the right, 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. However, DISTRICT has no duty to issue joint checks. In no event shall any joint check payment be construed to create any contract between the DISTRICT and a Subcontractor or supplier of any tier, any obligation from the DISTRICT to such Subcontractor, or rights in such Subcontractor against the DISTRICT.

L. Payment Upon Completion of the Work, or designated portion thereof, and upon application by the CONTRACTOR: the DISTRICT shall make payment reflecting adjustment in retainage, if any, for such Work, or portion thereof, as provided in the Contract Documents in absence of any stop payment notices, liens or claims by DISTRICT for liquidated damages or other damages.

M. Final Payment: CONTRACTOR shall immediately upon issuance of the Punch List described in Section **01 29 93**, initiate work on all items therein related to CONTRACTOR's Work and diligently complete the same. At least fifteen (15) days prior to final inspection, CONTRACTOR shall submit two (2) copies of complete operations and maintenance manuals for review. All such information, manuals, and drawings shall be submitted in 8½" x 11" binders, with a table of contents listing all items within, as well as in digital format on a compact disc. The binder shall also include a list of Subcontractors, with their addresses and phone numbers, and names of persons to contact in case of emergencies. Before calling for a final inspection, CONTRACTOR shall determine that the following work has been performed:

1. The Work has been completed.

2. The facility shall be connected to water, gas, sewer, and electric service, as necessary to the Project, complete and ready for use.

3. Mechanical, electrical, and low voltage work is complete, fixtures in place, connected, tested, commissioned, balanced, and training completed.

4. Electrical circuits scheduled in panels and disconnect switches labeled.

5. Painting and special finishes are complete, and all finished and decorative work shall be cleaned and have marks, dirt, and superfluous labels removed.

6. Doors are complete with hardware, properly adjusted, and tops and bottoms are sealed.

7. Project area is cleared of CONTRACTOR's equipment, debris, trash, broken glass, etc. Work is cleaned, free of stains, scratches or other foreign matter, and damaged or broken material is replaced.

All portions of the Work shall be left in a neat and orderly condition. The final inspection will not be made until this is accomplished.

8. Upon receipt of CONTRACTOR's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, ARCHITECT shall inspect the Work and shall submit to CONTRACTOR and DISTRICT a final inspection report noting the work, if any, required in order to complete the Work in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed. Within ten (10) calendar days of such notification, the CONTRACTOR shall correct such defects or deficiencies.

9. Upon completion of the Work contained in the final inspection report, the CONTRACTOR shall so notify the DISTRICT and ARCHITECT, who shall again inspect such Work. If the DISTRICT/ARCHITECT finds the Work contained in such final inspection report acceptable under the Contract Documents and, therefore, the Work fully completed, it shall so notify CONTRACTOR, who shall then submit to the ARCHITECT its final Application for Payment.

10. Upon receipt and approval of such final Application for Payment, the ARCHITECT shall issue a final Certificate of Payment stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the ARCHITECT in connection with the Work, such Work has been completed in accordance with the Contract Documents. The DISTRICT may thereupon inspect such Work and shall either accept the Work as complete or notify the ARCHITECT and the CONTRACTOR in writing of reasons why the Work is not complete. Upon acceptance of the Work of the CONTRACTOR as fully complete (which, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the DISTRICT shall record a Notice of Completion (And Acceptance) with the County Recorder, and the CONTRACTOR shall, upon receipt of payment from DISTRICT, pay the amounts due Subcontractors and suppliers. Final acceptance by the DISTRICT shall not bind the DISTRICT to formal acceptance nor relieve the CONTRACTOR from the responsibility of completing or correcting any work.

N. Retention: The retention, less any amounts disputed by the DISTRICT or which the DISTRICT has the right to withhold, shall not be paid until after approval of the CONTRACTOR's final Certificate of Payment or ratification by the Board of Education and, after satisfaction of the conditions set forth above. DISTRICT may hold the retention for up to sixty (60) days after completion/acceptance of the Work, 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 and General Conditions between the DISTRICT and the CONTRACTOR pursuant to Public Contract Code section 22300. Additionally, if there is any punch list or other contract work remaining outstanding as of the date for payment of retention as described above, DISTRICT may, in its discretion, declare any such outstanding work to be disputed work as described in California Public Contract Code Section 7107 (c), place a reasonable value on such outstanding work, and withhold 150% of the disputed amount from the final payment pending completion of such work by CONTRACTOR.

O. Procedures for Application for Final Payment: The Application for Final Payment shall be accompanied by the same details as required under this Section relating to Applications for Progress Payments, and in addition, the following conditions must be fulfilled:

1. A full and final waiver or release of all Stop Payment Notices in connection with the Work shall be submitted by CONTRACTOR, including a release of Stop Payment Notice in recordable form, together with (to the extent permitted by law) a copy of the full and final waiver of all Stop Payment Notices or a Stop Payment Notice Release Bond from a surety acceptable to the DISTRICT as defined by the Contract Documents, including a release of Stop Payment Notice in recordable form, in

connection with the Work obtained by Contractor from each person to receive a payment thereunder, which waivers of Stop Payment Notice rights shall be in a form as approved by DISTRICT and in compliance with California Civil Code Sections 8132 through 8138. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, which does not have any assets pooled with the payment and performance bond sureties.

2. The CONTRACTOR shall have made, or caused to have been made, all corrections to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of DISTRICT required under the Contract.

3. 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.

4. The CONTRACTOR shall deliver to the ARCHITECT reproducible final Record Drawings and Annotated Specifications in hard copy paper and electronic formats showing the CONTRACTOR's Work "as built," with the CONTRACTOR's certification of the accuracy of the Record Drawings and Annotated Specifications, all guarantees, and operation and maintenance instructions for equipment and apparatus.

P. DISTRICT/ARCHITECT shall have issued a Final Certificate of Payment:

1. The CONTRACTOR shall have delivered to the DISTRICT all manuals and materials required by the Contract Documents.

2. The CONTRACTOR shall have removed, or caused to be removed, all waste materials and rubbish from and about the Site, as well as all tools, construction equipment, machinery, surplus material, scaffolding equipment, and any other similar materials of the CONTRACTOR or any subcontractor, shall have cleaned, or caused to be cleaned, all glass surfaces, and shall have left the Work broom-clean, except as otherwise provided in the Contract Documents.

3. CONTRACTOR shall provide extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

4. Acceptance of final payment shall constitute a waiver of claims by payees except for those previously identified in writing and identified by that payee as unsettled at the time of Final Application for Payment.

Q. Unless otherwise provided, on or before making its request for final payment of the undisputed amount due under the Contract, CONTRACTOR shall submit to DISTRICT, in writing, a summary of all claims for compensation under or arising out of this Contract which were timely filed. The acceptance by CONTRACTOR of the payment of the final amount shall constitute a waiver of all claims against DISTRICT under or arising out of this Contract, except those previously made, in a timely manner and in writing, and identified by CONTRACTOR as unsettled at the time of CONTRACTOR'S final request for payment.

R. The Project shall only be considered complete when the DISTRICT accepts the Project, or it is otherwise deemed to be complete pursuant to applicable California Law. DISTRICT will note the date of completion on any Notice of Completion (And Acceptance) it causes to be recorded. Any such Notice of Completion (And Acceptance) may subsequently be ratified by the Board. DISTRICT shall have no obligation to accept completion of the Project until the entire work, including all punch list items have been completed in accordance with the Contract Documents to

the satisfaction of the DISTRICT and all close-out documents, including, but not limited to, Record Drawings, Operation and Maintenance Manuals and DSA-required forms, and warranty documents have been provided to the DISTRICT, and staff training has been completed to the satisfaction of the DISTRICT. ARCHITECT and Project Inspector (IOR), and any other approved representative of the DISTRICT, shall determine when the Project is complete. However, the DISTRICT, at its sole option, may accept completion of the contract and cause the Notice of Completion (And Acceptance) to be recorded when the entire work shall have been completed to the satisfaction of the DISTRICT, except for minor punch list or corrective items in DISTRICT's sole discretion.

01 29 76. 02 Payments Withheld

A. The DISTRICT may decide to 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 by items 1 through 23 cannot be made by ARCHITECT. 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:

1. Defective Work not remedied as provided in Section 01 45 00 entitled "Correction of Work,".

2. Stop Payment Notices filed, unless the CONTRACTOR at its sole expense provides a bond or other security satisfactory to the DISTRICT in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the DISTRICT, which protects the DISTRICT against such claim. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, which does not have any assets pooled with the payment and performance bond sureties.

3. Liquidated damages assessed against the CONTRACTOR.

4. Reasonable doubt that the Work can be completed for the unpaid balance of any Contract Sum or by the completion date.

5. Damage to the property or work of the DISTRICT, another contractor, or subcontractor.

6. Unsatisfactory prosecution of the Work by the CONTRACTOR.

7. Failure to store and properly secure materials or performance without properly processed shop drawings.

8. Failure of the CONTRACTOR to maintain, update and submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports. The DISTRICT may, but is not required to, choose liquidated damages as a reasonable amount to be charged if the CONTRACTOR does not submit progress schedules or other such required submittals in accordance with the Contract Documents.

9. Failure of the CONTRACTOR to maintain record drawings and/or annotated specifications.

10. Erroneous estimates by the CONTRACTOR of the value of the Work performed, or other false statements in an Application for Payment.

11. Unauthorized deviations from the Contract Documents; or

12. Failure of the CONTRACTOR to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates.

13. Subsequently discovered evidence or observations nullifying the whole or part of a previously issued Certificate for Payment.

14. Failure to pay subcontractors or materialmen.

15. Breach of any provision of the Contract Documents.

16. Costs and expenses of alternate educational facilities if the CONTRACTOR fails to complete the Project within the period of time required by the Contract Documents.

17. The cost of materials ordered by the DISTRICT pursuant to Section 01 62 00. 01 titled "Materials and Products".

18. Site clean-up as provided in Section 01 74 00. 02 entitled "Cleaning Up".

19. Payments to indemnify, defend, or hold harmless the DISTRICT.

20. Any payments due to the DISTRICT including but not limited to payments for failed tests, utilities and imperfections.

21. Extra services for the ARCHITECT and/or ENGINEER.

22. Extra services for the Inspector of Record including but not limited to re-inspection required due to CONTRACTOR'S failed tests or installation of unapproved or defective materials and CONTRACTOR's requests for inspection and CONTRACTORS failure to attend the inspection.

23. Any other reason in conformity with the provisions of this Contract including, but not limited, any failure to perform the terms and conditions of this Contract.

B. Written Reasons for Withholding: Payment. Upon request of the CONTRACTOR whose payment is deferred, the CONTRACTOR shall be given a written copy of DISTRICT's reasons for withholding payment.

C. Payment After Cure: When the grounds for declining approval are removed, payment shall be made for amounts withheld because of them on the next scheduled pay application. 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.

D. DISTRICT may apply the withheld amount(s) to the payment of the claims or obligations at its discretion. In so doing, DISTRICT shall be deemed the agent of CONTRACTOR and any payment made by DISTRICT shall be considered to be a payment made under this Contract by DISTRICT to CONTRACTOR, and DISTRICT shall not be liable to CONTRACTOR for the payments made in good faith. The payments may be made without prior judicial

determination of the claim or obligations. DISTRICT shall submit to CONTRACTOR an accounting to the funds disbursed on behalf of CONTRACTOR.

01 29 76. 06 Substitution of Securities

A. Pursuant to the requirements of Public Contract Code Section 22300, upon CONTRACTOR'S request, DISTRICT will make payment to CONTRACTOR of any earned retention funds withheld from payments under this Contract if CONTRACTOR deposits with the DISTRICT or in escrow with a California or federally chartered bank acceptable with DISTRICT, securities eligible for investment pursuant to Government Code Section 16430 or bank or savings and loan certificates of deposit. Any escrow agreement shall be substantially similar to the form included with the Contract Documents and set forth in Public Contract Code 22300.

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

C. In the alternative, under Public Contract Code Section 22300, CONTRACTOR, at its own expense, may request that DISTRICT make payment of earned retention funds directly to the escrow agent. Also, at the expense of CONTRACTOR, CONTRACTOR may direct investment of the payments into securities, and CONTRACTOR shall receive the interest earned on the investment upon the same conditions as provided in subparagraph A, for securities deposited by CONTRACTOR. Upon satisfactory completion of this Contract, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by the escrow from DISTRICT, pursuant to the terms of Public Contract Code Section 22300. CONTRACTOR shall pay to each subcontractor, not later than twenty (20) days after receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld from each subcontractor on the amount withheld to insure performance of the CONTRACTOR.

D. If any provision of this Section is found, by a court of competent jurisdiction, to be illegal or unenforceable, such provision shall be deemed stricken and the remaining provisions of this Section shall remain in full force and effect.

01 29 93 Completion of the Work and Close Out Procedures

When CONTRACTOR considers that the Work, or a portion thereof which the DISTRICT agrees to accept separately, is complete, CONTRACTOR shall prepare and submit to the DISTRICT a comprehensive list of minor items to be completed or corrected (Punch List). CONTRACTOR and/or its Subcontractors shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents. Upon receipt of the CONTRACTOR's list, DISTRICT and ARCHITECT will make an inspection to determine whether the Work, or designated portion thereof, is complete. If such inspection discloses any item, whether or not included on the CONTRACTOR's list, which is not completed in accordance with the requirements of the Contract Documents, CONTRACTOR shall, before DISTRICT's acceptance of the Project and issuance of the Notice of Completion (And Acceptance), complete or correct such item. CONTRACTOR shall then submit a request for an additional inspection by the DISTRICT/ARCHITECT to determine Completion/Acceptance. When the Work, or designated portion thereof (where DISTRICT agrees to consider approval of a separate portion of the overall Work for warranty purposes), is

complete, DISTRICT will prepare a Notice of Completion (And Acceptance) which shall state the date of Completion, establish the responsibilities of the DISTRICT and CONTRACTOR for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the CONTRACTOR shall finish all items on the list accompanying the Notice of Completion (And Acceptance). Warranties required by the Contract Documents shall commence on the date of Completion/Acceptance of the Work, or designated portion thereof, unless otherwise provided in the Notice of Completion (And Acceptance).

01 31 19. 00 PROJECT MEETINGS

A. Pre-Construction Meeting: Before commencement of work, CONTRACTOR and all Subcontractors listed in bid documents of CONTRACTORS are required to attend a mandatory preconstruction meeting conducted by DISTRICT's representative and further attended by, but not limited to, ARCHITECT, ENGINEER, and IOR. The agenda will be reviewed in advance by the CONTRACTOR's project manager and DISTRICT's representative. This meeting should be attended by all project participants including owner, designer, and project managers, superintendents and foremen of the prime contractor and all major subcontractors and suppliers. Topics to be discussed will include, but not be limited to, introductions, exchange of organization charts, site issues, plans and rules for on-site conduct, permits, final construction documents, phasing and milestones, pre-mobilization requirements, submittals, mobilization plan, work constraints, relocation plans, safety plan, inspection plans, testing plans, owner-furnished items, drawing logs, project management system, daily reports, communication and correspondence, RFI process, change order process, dispute resolution process, and payment application process, operation and maintenance requirements, commissioning, punch list process, warranties, and as-built record drawings, Such proceedings may be electronically recorded.

B. Site Mobilization Meeting: CONTRACTOR shall hold a Site Mobilization Meeting with its subcontractors to review safety requirements, site-specific safety plan, assignment of safety-related responsibilities, pre-phase scheduling discussions, logistics and schedule of mobilization, confirmation that all necessary insurance policies are in place for construction, confirmation of necessary permissions, approvals, and other statutory requirements are in place and that all necessary planning conditions have been satisfied, review of subcontractor schedules and conditions for mobilization.

C. Progress Meetings: CONTRACTOR shall conduct weekly progress meetings for the duration of the contract. Attendees at these meetings include the CONTRACTOR's principal personnel, the ARCHITECT, and appropriate representatives of the DISTRICT, as required. These meetings address all project issues including safety, schedule, and quality. CONTRACTOR is responsible for ensuring that meeting minutes are standardized, recorded, scanned electronically, and saved in an electronic manner for ease of retrieval. The weekly agenda shall include, among other things, attendance sign-in, review of minutes from last meeting, action items from previous meeting, site observation reports, personnel and prosecution of the work, project inspection and testing log review, safety, report from CONTRACTOR, review of submittal / shop drawing log, review RFI log (new and old), review of corrective action log, change orders, progress schedule, prior week's performance, 2-week look-ahead, critical path schedule, commissioning schedule, special inspection schedule, special training, equipment add-delete modification log, application for payment, DISTRICT and ARCHITECT concerns, and next meeting confirmation.

D. Pre-Installation Meetings: Pre-installation meetings shall be held between CONTRACTOR and installing subcontractors prior to the start of their key installations to help ensure that all parties understand and are adequately prepared for the installation process. Such parties shall review the installation process, the materials and equipment needed, the project specifics, coordination with related work and work under separate contract, and any site-specific concerns shall be discussed and dealt with. Such meetings should take place one to two weeks' prior the actual key installation, where possible. Other members of the project team shall be called upon to participate as necessary. The installing subcontractor's project manager and on-site supervisor shall participate in the pre-installation meeting,

along with the CONTRACTOR's representative(s), representatives of firms whose activities directly affect or are affected by such work, and other project team members as applicable.

01 32 00 CONSTRUCTION PROGRESS DOCUMENTATION

01 32 16.01 Progress Schedule

A. Preliminary Construction Schedule: Within five (5) calendar days after receiving the Notice to Proceed, CONTRACTOR shall prepare and submit to the DISTRICT and ARCHITECT a Preliminary Construction Schedule, in both written and electronic format, indicating, in graphic and tabular form, the estimated rate of progress and sequence of all Work required under the Contract Documents. The purpose of the Preliminary Construction Schedule is to assure adequate planning and execution of the Work so that it is completed within the Contract Time and to permit evaluation of the progress of the Work. The Preliminary Construction Schedule shall indicate the dates for commencement and completion of various portions of the Work, including, without limitation, the procurement and fabrication of major items, material and equipment forming a part of, or to be incorporated into, the Work as well as Site construction activities. The Preliminary Construction Schedule shall identify all major (critical) Submittals required, the portion(s) of the Work for which the identified Submittals relate to and the date upon which each Submittal required will be transmitted to the ARCHITECT for review (the "Submittal Schedule"). CONTRACTOR shall prepare the Preliminary Construction Schedule using Primavera, or comparable software in Critical Path Method format. If CONTRACTOR elects to use software other than Primavera, CONTRACTOR shall provide such software to the DISTRICT at CONTRACTOR's expense. These requirements shall not be deemed control over, or assumption of construction means, methods or sequences, all of which remain the CONTRACTOR's responsibility. Further, these requirements shall not give rise to an increase in the Contract Time or the Contract Price. The CONTRACTOR may submit a Preliminary Construction Schedule depicting completion of the Work in a duration shorter than the Contract Time; provided that such Preliminary Construction Schedule shall not be a basis for adjustment to the Contract Price in the event that completion of the Work shall occur after the time depicted therein, nor shall such Preliminary Construction Schedule be the basis for any extension of the Contract Time, the CONTRACTOR's entitlement to any extension of the Contract Time shall be based upon the Contract Time and not on any shorter duration which may be depicted in the CONTRACTOR's Preliminary Construction Schedule. In the event any of the Construction Schedules required under this Section 01 32 16.01 incorporate therein "float" time, such float shall be deemed to belong to and owned by the DISTRICT. As used herein, "float time" shall be deemed to refer to the time between the earliest start date and the latest start date, or between the earliest finish date and the latest finish date of each activity shown on the Construction Schedule.

B. Review of Preliminary Construction Schedule: The DISTRICT and the ARCHITECT shall review the Preliminary Construction Schedule submitted by the CONTRACTOR pursuant subparagraph A above for conformity with the requirements of the Contract Documents. Within fifteen (15) days of the date of receipt of the Preliminary Construction Schedule, such Schedule will be returned to the CONTRACTOR with comments to the form or content thereof. Review of the Preliminary Construction Schedule and any comments thereto by the DISTRICT and/or the ARCHITECT shall not be deemed to be the assumption of construction means, methods or sequences by the DISTRICT or ARCHITECT, all of which remain the CONTRACTOR's obligations under the Contract Documents.

C. Cost Loaded Construction Schedule: Within ten (10) days of the DISTRICT's return of the Preliminary Construction Schedule to the CONTRACTOR pursuant to subparagraph B above, the CONTRACTOR shall prepare and submit the Cost Loaded Construction Schedule which incorporates therein the comments to the Preliminary Construction Schedule. Upon the CONTRACTOR's submittal of such Construction Schedule, the DISTRICT shall review the same for purposes of determining conformity with the requirements of the Contract Documents. Within fifteen (15) days of the receipt of the Construction Schedule, the DISTRICT will approve such Construction Schedule

or will return the same to the CONTRACTOR with comments to the form or content. In the event there are comments to the form or content thereof, the CONTRACTOR shall within seven (7) days of receipt of such comments, revise and resubmit the Construction Schedule incorporating therein such comments. Upon the DISTRICT's approval of the form and content of a Construction Schedule, the same shall be deemed the "approved construction schedule." The DISTRICT's approval of a Construction Schedule shall be for the sole and limited purpose of determining conformity with the requirements of the Contract Documents. By the approved construction schedule, the DISTRICT shall not be deemed to have exercised control over, or approval of, construction means, methods or sequences, all of which remain the responsibility and obligation of the CONTRACTOR in accordance with the terms of the Contract Documents. Further, the approved construction schedule shall not operate to limit or restrict any of CCONTRACTOR's obligations under the Contract Documents nor relieve the CONTRACTOR from the full, faithful and timely performance of such obligations in accordance with the terms of the Contract Documents. The activities, commencement and completion dates of activities, and the sequencing of activities depicted on the approved construction schedule shall not be modified or revised by the CONTRACTOR without the prior consent, or direction, of the DISTRICT. Updates to the approved construction schedule shall not be deemed revisions to the approved construction schedule. In the event that the approved construction schedule shall depict completion of the Work in a duration shorter than the Contract Time, the same shall not be a basis for an adjustment of the Contract Time or the Contract Price in the event that actual completion of the Work shall occur after such the time depicted in such approved construction schedule. In such event, the Contract Price shall not be subject to adjustment on account of any additional costs incurred by the CONTRACTOR to complete the Work prior to the Contract Time, as adjusted in accordance with the terms of the Contract Documents. Any adjustment of the Contract Time or the Contract Price shall be based upon the Contract Time set forth in the Contract Documents and not any shorter duration which may depicted in the approved construction schedule.

D. Revision to Approved Construction Schedule: In the event that the progress of the Work or the sequencing of the activities of the Work shall materially differ from that indicated in the approved construction schedule, as determined by the DISTRICT in its reasonable discretion and judgment, the DISTRICT may direct the CONTRACTOR to revise the approved construction schedule; within fifteen (15) days of the DISTRICT's direction, the CONTRACTOR shall prepare and submit a revised approved construction schedule, for review and approval by the DISTRICT. The CONTRACTOR may request consent of the DISTRICT to revise the approved construction schedule. Any such request shall be considered by the DISTRICT only if in writing setting forth the CONTRACTOR's proposed revision(s) to the approved construction schedule and the reason(s) therefor. The DISTRICT may consent to, or deny, any such request of the CONTRACTOR to revise the approved construction schedule in its reasonable discretion.

E. Updates to Approved Construction Schedule: The CONTRACTOR shall monitor and update the approved 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 DISTRICT. Proper and complete updating of the approved construction schedule shall be a condition precedent to the issuance of progress payments described in these General Requirements. The CONTRACTOR shall provide the DISTRICT with updated approved construction schedules indicating progress achieved and activities commenced or completed within the prior updated approved construction schedule. Updates to the approved construction schedule shall not include any revisions to the activities, commencement and completion dates of activities or the sequencing of activities depicted on the approved construction schedule, without the DISTRICT’s consent. Any revisions to the approved construction schedule made without the DISTRICT’s consent shall result in the DISTRICT's rejection of such update and CONTRACTOR shall, within seven (7) days of the DISTRICT's rejection of such update, submit to the ARCHITECT and the DISTRICT an updated approved construction schedule which does not incorporate any such revisions. The CONTRACTOR shall also submit, with its updates to the approved construction schedule, a narrative statement including a description of current and anticipated problem areas of the Work, logic and resource changes, delaying factors and their impact, and an explanation of corrective action taken or proposed by the CONTRACTOR. If the progress of the Work is behind the

approved construction schedule, the CONTRACTOR shall indicate what measures will be taken to place the Work back on schedule. 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 approved 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 CONTRACTORs performance bond surety shall not limit the CONTRACTOR's obligations under the Contract Documents.

F. Contractor Responsibility for Construction Schedule: The CONTRACTOR shall be responsible for the preparation, submittal and maintenance of the construction schedules required by the Contract Documents, and any failure of the CONTRACTOR to do so may be deemed by the DISTRICT as the CONTRACTOR's default in the performance of a material obligation under Contract Documents. Any and all costs or expenses required or incurred to prepare, submit, maintain, and update the construction schedules shall be solely that of the CONTRACTOR and no such cost or expense shall be charged to the DISTRICT. 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. All schedule submittals shall include electronic discs for use by the DISTRICT in its analysis and approval of the schedule submittal.

G. The scheduling is necessary for the DISTRICT's adequate monitoring of the progress of the Project and shall be prepared in accordance with the time frame described in the Agreement. Time is of the essence in the performance of the Work. The DISTRICT may disapprove such a schedule and require modification to it if, in the opinion of the ARCHITECT or DISTRICT, adherence to the progress schedule will cause the Project not to be completed in accordance with the Contract. CONTACTOR shall adhere to any such modifications required by the DISTRICT.

H. CONTRACTOR shall exchange scheduling information with subcontractors and suppliers, CONTRACTOR shall order work, equipment and materials with sufficient lead time to avoid interruption of the Work/Project.

I. The CONTRACTOR shall submit to DISTRICT a monthly schedule with CONTRACTOR's pay application to reflect the actual sequence of the Work which shall be totally separate and apart from the original progress schedule. Failure to submit will result in rejection of pay application.

J. In the event the Work is delayed, the CONTRACTOR shall also, if requested by the ARCHITECT or DISTRICT, provide revised recovery schedule within ten (10) calendar days if, at any time, the ARCHITECT or DISTRICT consider the completion date to be in jeopardy. The recovery schedule shall be designed to show how the CONTRACTOR intends to accomplish the work to meet the original completion date. The form and method employed by the CONTRACTOR shall be the same as or the original progress schedule. The CONTRACTOR shall modify any portions of the schedule that become infeasible because of activities behind schedule or for any other valid reason. CONTRACTOR shall provide documents and justification for any schedule changes. An activity that cannot be completed by its original completion date shall be deemed to be behind schedule.

K. CONTRACTOR shall submit a revised schedule within ten (10) consecutive calendar days of CONTRACTOR's request for any extension of time. Failure to submit such schedule will result in CONTRACTOR waiving its right to obtain any extension of time.

L. If CONTRACTOR submits a revised schedule showing an earlier completion date for the Project, DISTRICT'S acceptance of this revised schedule SHALL NOT ENTITLE CONTRACTOR TO ANY DELAY CLAIM OR DISRUPTION CLAIM OR ACCELERATION CLAIM OR DAMAGES DUE TO ANY REVISED SCHEDULE, ACCELERATION TO MEET THE COMPLETION DEADLINE, OR ANY ADDITIONAL COMPENSATION FOR EARLY COMPLETION.

01 33 23 SUBMITTAL PROCEDURES

01 33 23. 00 Submittals and Samples

A. Sample Submissions Procedure: In case a considerable range of color, graining, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the CONTRACTOR to indicate the full range of characteristics, which will be present in the finished products; and products delivered or erected without submittal and approval of full range samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted, and the date and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number for identification of each item. Each tag or sticker shall have clear space for the review stamps of CONTRACTOR and ARCHITECT. CONTRACTOR shall furnish for approval, within thirty-five (35) calendar days following award of the Contract unless specified otherwise in specifications, all samples as required in the specifications together with catalogs and supporting data required by ARCHITECT. This provision shall not authorize any extension of time for performance of the Project. ARCHITECT shall review such samples, as to conformance with the design concept of the work and for compliance with Contract Documents and approve or disapprove same within ten (10) working days from receipt of same.

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

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

ARCHITECT/ENGINEER's Review/Delays: Samples shall, upon demand of ARCHITECT or DISTRICT, be submitted for tests or examinations and considered before incorporation of same into the Work. CONTRACTOR shall be solely responsible for any delays due to samples not being submitted in time to allow for testing. Acceptance or rejection will be made in writing. All work by CONTRACTOR shall at least be equal to any approved samples in every respect. Samples which are of value after testing will remain the property of the CONTRACTOR.

D. The ARCHITECT/ENGINEER will review and, if appropriate, approve submissions and will return them to the CONTRACTOR with the ARCHITECT's stamp and signature applied thereto, indicating the appropriate action in compliance with the ARCHITECT's standard procedures.

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

F. DISTRICT's Property: All shop drawings and samples submitted shall become the DISTRICT's property.

01 33 23.01 Shop Drawings

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

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

C. CONTRACTOR's Responsibility: CONTRACTOR shall obtain and shall submit to ARCHITECT all required shop drawings and samples in accordance with CONTRACTOR's schedule for submission of shop drawings and samples with such promptness as to cause no delay in its own Work or in that of any other contractor, Owner or subcontractor but in no event later than thirty-five (35) days after the execution of the Contract. No extensions of time will be granted to CONTRACTOR or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the schedule. Each Subcontractor shall submit all shop drawings, samples, and manufacturer's descriptive data for the review of the DISTRICT, the CONTRACTOR, and the ARCHITECT through the CONTRACTOR. By submitting shop drawings, product data, and samples, the CONTRACTOR and submitting party (if other than CONTRACTOR) represent that they have determined and verified all materials, field measurements, field conditions, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that they have checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. At the time of submission, any deviation in the shop drawings, product data, or samples from the requirements of the Contract Documents shall be narratively described in a transmittal accompanying the submittal. However, submittals shall not be used as a means of requesting any substitutions. Review by DISTRICT and ARCHITECT shall not relieve the Contractor or any Subcontractor from their responsibility in preparing and submitting proper shop drawings in accordance with the Contract Documents. CONTRACTOR shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents. Any submission, which in ARCHITECT's opinion is incomplete, contains numerous errors, or has been checked only superficially by CONTRACTOR, will be returned unreviewed by the ARCHITECT for resubmission by the CONTRACTOR.

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

E. Drawing Submission Procedure: All shop drawings must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents, if any. Shop drawings, for each section of the Work, shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the CONTRACTOR. Each drawing shall have a clear space for the stamps of ARCHITECT and CONTRACTOR. Only shop drawings required to be submitted by the Contract Documents shall be reviewed.

F. Copies Required: Each submittal shall include one (1) legible, reproducible sepia and five (5) legible paper copies and one (1) electronic copy of each drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the CONTRACTOR, of manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; wiring diagrams and controls; schedules; all seismic calculations and other calculations; and other pertinent information as required.

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

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

CONTRACTOR shall check and verify all field measurements and shall promptly submit all shop or setting drawings, schedules and material lists required for the work of various trades, checked and approved by CONTRACTOR, so as to preclude any delay. ARCHITECT/ENGINEER shall check and approve or disapprove those schedules and drawings, only for conformance with the design concept of the Project and compliance with the information provided by this Contract, within 21 days. CONTRACTOR shall make any corrections required by the ARCHITECT/ENGINEER, file corrected copies with the ARCHITECT/ENGINEER and furnish other copies as

needed for construction. ARCHITECT/ENGINEER'S approval of the drawings or schedules shall not relieve CONTRACTOR of its responsibility for deviations from drawings or specifications unless CONTRACTOR has called ARCHITECT/ENGINEER'S attention to the deviations, in writing, at the time of submission and secured ARCHITECT/ENGINEER'S written approval. Nor shall it relieve CONTRACTOR from its responsibility for errors in shop drawings or schedules.

No portion of the work requiring submission of a shop drawing shall be commenced until the submittal has been acted upon by the ARCHITECT/ENGINEER. All such portions of the work shall be in accordance with the reviewed submittals.

THE CONTRACTOR SHALL HAVE NO CLAIM FOR DAMAGES OR EXTENSION OF TIME DUE TO ANY DELAY RESULTING FROM THE CONTRACTOR HAVING TO MAKE THE REQUIRED REVISIONS TO SHOP DRAWINGS UNLESS REVIEW BY THE ARCHITECT OF SAID DRAWINGS IS DELAYED BEYOND THE TIME PROVIDED HEREIN ABOVE AND THE CONTRACTOR CAN ESTABLISH THAT THE ARCHITECT'S DELAY, AS PART OF THE REVIEW PROCESS, ACTUALLY RESULTED IN A DELAY TO THE CONTRACTOR'S CONSTRUCTION SCHEDULE.

01 33 23. 13 COORDINATION OF WORK; COORDINATION OF DRAWINGS

A. CONTRACTOR shall be responsible to perform and shall perform the following:

1. Coordinate the Work according to provisions stated in the Contract Documents, including but not limited to the Contract General Conditions. CONTRACTOR shall not delegate responsibility for coordination to any subcontractor.

2. Anticipate the interrelationship of all subcontractors and their relationship with the total Work. Resolve differences or disputes between subcontractors and materials suppliers concerning coordination, interference, and extent of work between sections. The ARCHITECT is not required to coordinate work between sections and will not do so.

3. Coordinate Work under the Contract with work under separate contracts by DISTRICT.

4. Coordinate utility and building services shutdowns and closures of vehicular and pedestrian thoroughfares, including access to buildings and parking areas, to minimize disruption of DISTRICT activities.

5. Providing anchorage, blocking, joining and other detailing as required to provide a complete Project.

6. Coordinate this work with all associated Work in a manner that will ensure that all Work will be accomplished as rapidly as the progress of the Project will permit and so that no work will be delayed for want of associated work.

7. Construction Interfacing and Coordination: Layout, scheduling and sequencing of Work shall be solely the CONTRACTOR's responsibility. CONTRACTOR shall verify, confirm and coordinate field measurements so that new construction correctly and accurately interfaces with conditions existing prior to construction. CONTRACTOR shall bring together the various parts, components, systems and assemblies as required for the correct interfacing and integration of all elements of Work. CONTRACTOR shall coordinate Work to correctly and accurately connect abutting, adjoining, overlapping and related elements, including work under separate contracts by DISTRICT, utility agencies and companies.

8. Coordinate matching finish, texture, color, and related attributes for the new Work relating to existing components in the Project, where applicable.

9. Coordinate schedules, submittals, and work of the various trades to ensure efficient and orderly sequence of installation of construction, with provisions for accommodating items to be installed later. Coordinate the Work with respect to the requirements of the Project Specifications, Drawings, and other Contract Documents. Work shown on any drawing or required by any specification is required by the Contract irrespective of the failure of the other to require it, and irrespective of trade subdivision. CONTRACTOR shall require each trade subcontractor and any custom material supplier to review all other subdivisions of the documents for related work and shall coordinate the subcontracts and/or purchase orders, as applicable, accordingly.

10. Require all parties involved in the performance of the Work to cooperate in the overall coordination and scheduling of the Work under the direction of the CONTRACTOR. Each party, when requested to do so, shall furnish information concerning its portion of the Work, and shall respond promptly and reasonably to the decisions and requests of persons designated with coordination, supervisory, administrative, or similar authority.

11. Require that coordinated layout shop drawings show actual architectural and structural constraints and site conditions.

B. Requirements Relating to Coordination Drawings for Installation of Utility Systems and Equipment Room systems:
   1. CONTRACTOR shall prepare coordination drawings for all Work on the site, in above-ceiling spaces, utility chases and utility rooms.

   2. The Contract Documents are generally diagrammatic in nature with respect to mechanical, electrical, fire protection, low voltage, building automation and data systems. Not every necessary bend, offset, elevation, and direction change is shown in the Contract Documents. The Contract Documents represent that these systems will fit in the spaces allotted; however, it is the responsibility of the CONTRACTOR to assign space priorities and lay out and route the systems and the systems components so they will fit efficiently in the allotted spaces and allow for convenient and code-conforming access to all valves, dampers, actuators, and other devices as required by the Contract Documents and/or applicable Code or Law.

   3. The layout of utility rooms is also diagrammatic in nature. The Contract Documents represent that that equipment identified to be installed in utility rooms will fit in the spaces allotted. However, because the CONTRACTOR must submit and provide for equipment to be installed in utility rooms, it is the CONTRACTOR's responsibility to lay-out the equipment room such that all equipment will fit appropriately, with all required clearances and within all required tolerances.

   4. The CONTRACTOR must examine all of the Contract drawings, including but not limited to the architectural drawings, for ceiling space dimensions, and structural for beam/column obstructions, and make allowances in the CONTRACTOR's planned coordination efforts, work sequence, equipment layout, junction boxes, and routing of the systems and components and all connections thereto.

   5. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

6. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated, coordinate locations of fixtures and outlets with finish elements.

7. Size ductwork, mechanical pipe, plumbing, electrical, and sprinkler system components required by the Contract Documents, including but not limited to the Drawings and Specifications. Downsizing of Mechanical/Electrical, Plumbing/Sprinkler (M/E/P/S) systems is not permitted without the express written direction and consent and appropriate Change Order documentation approved and signed by the ARCHITECT and DISTRICT.

8. Coordination drawings shall clearly show, at minimum, the following:
   a. Coordinated layout shop drawings shall be scaled and dimensionally accurate and detailed, giving complete dimensions of all locations, elevations, tolerances, and clearances.

   b. Show exact locations of the following: ductwork, piping, including fire protection systems, valves and piping specialties, including all air vents and drains, dampers, actuators, access doors, control and electrical panels, adjustable and variable frequency controllers, motor control centers, starters, and transformers, disconnect switches, elevator equipment, electrical cable trays, bus ducts, and main conduits, and all DISTRICT-furnished, CONTRACTOR-installed equipment.

   c. The location, for maintenance and repair purposes, of all above-ceiling valves, fire dampers, actuators, control devices, meters and gauges, and cooling/heating coils, and the access hatches (in "hard lid) ceilings that provide a means of access to these devices. These devices and appurtenances must be located such that a worker has unimpeded access to perform maintenance, repair or replacement. "Unimpeded access" means that a worker can access the device from a location immediately below the device, via the removal of a lay-in ceiling tile, or an access door/panel. All above-ceiling valves, fire dampers, actuators, control devices and cooling/heating coils shall be located such that there are no interferences from systems furniture, or above-ceiling mechanical electrical, plumbing, or sprinkler systems. The Coordination drawings must clearly depict and represent this accessibility.

   d. How equipment, controls, valves, actuators, power panels, relay panels, and disconnects will fit in equipment room(s) space, and still comply with code, and manufacturer's maintenance requirements, with respect to clearance and tolerances.

01 35 00 SPECIAL PROCEDURES

01 35 13. 02 Campus Disruption Due to Noise, Dust Control, or Other Operations

If school is in session at any point during the progress of the project, and in the DISTRICT's reasonable discretion, the noise and/or other disruptions from such Work disrupts or disturbs the students or faculty or the normal operation of the school, at the DISTRICT's request, the CONTRACTOR shall schedule the performance of all such Work around normal school hours or make other arrangements so that the work does not cause such disruption or disturbance. In no event shall CONTRACTOR have a right to receive additional compensation or an extension to the Contract Time as a result of any such rescheduling or the making of such other arrangements. Any temporary power, water, or other utility or service cutoffs must be pre-approved by DISTRICT or its authorized representative. The CONTRACTOR shall be responsible for complying with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction equipment noise is subject to the control of the Environmental Protection Agency's Noise Control Program (Code of Federal Regulations, Title 40, Part 204). The CONTRACTOR shall be solely responsible for maintaining all areas of the Work free from all materials and products that by becoming airborne may cause respiratory inconveniences to DISTRICT students and personnel. Damages and/or any liability derived from the CONTRACTOR's failure to comply with these

requirements shall be the sole cost of the CONTRACTOR, including all penalties incurred for violations of local, state and/or federal regulations.

01 35 16 Occupancy, partial Occupancy, or Use

DISTRICT reserves the right to occupy or use any portion or all of the Project at any time before completion. Unless otherwise agreed upon in writing, any occupancy, use, or partial occupancy shall not constitute final acceptance of any part of the work covered by this Contract, nor shall any occupancy or use extend the date specified for completion of the Project or otherwise entitle the CONTRACTOR to any additional compensation. Similarly, beneficial occupancy of any portion or all of the Project does not commence any warranty period, nor shall it entitle CONTRACTOR to any additional compensation whatsoever because of such occupancy or use. DISTRICT and CONTRACTOR shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents for the portion occupied or used. When CONTRACTOR considers a portion complete, CONTRACTOR shall prepare and submit a Punch List to the DISTRICT as provided IN THESE General Requirements. If CONTRACTOR and DISTRICT are unable to agree upon the matters set forth above, DISTRICT may nevertheless use or occupy any portion of the Work, with the responsibility for such matters subject to resolution in accordance with the Contract Documents. Immediately prior to such partial occupancy or use, DISTRICT, CONTRACTOR, and ARCHITECT/ENGINEER 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. DISTRICT's use or occupancy of the Work or portions thereof pursuant to the proceeding shall not be deemed "completion" of the Work as that term is used in Public Contract Code Section 7107.

01 35 23 Necessary Safeguards

As required by conditions and progress of work, CONTRACTOR shall erect and properly maintain at all times all necessary safeguards, signs, barriers, lights, and watchmen for protection of the site, workers, students, staff, and the public, and shall post danger signs warning against hazards created in the course of construction. CONTRACTOR shall designate a responsible member of its organization whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to DISTRICT by CONTRACTOR.

01 35 29 Health, Safety & Emergency Response Procedures

Reserved.

01 41 00 REGULATORY REQUIREMENTS

01 41 00.01 Code Compliance

All materials and workmanship shall conform to all legal requirements applicable to the Project including, but not necessarily limited to the most recent edition Title 24 of the California Code of Regulations, and the requirements of the Division of the State Architect, CONTRACTOR shall keep a copy of Title 24 of the California Code of Regulations on the job at all times. In addition, all work and material shall be in full accordance with the latest Rules and Regulations of the State Fire Marshal, National Board of Fire Underwriters, California Electric Code, Safety Orders of Division of Industrial Safety, California Plumbing Code, Title 24 of the California Code of Regulations and other Applicable Laws and regulations. Such laws and regulations shall be considered a part of these specifications as if set forth herein in full and all work hereunder shall be executed in accordance therewith. Nothing in these plans or specifications is to be construed to permit work not conforming to all requirements of law. CONTRACTOR shall perform its duties in accordance with all legal requirements including, but not limited to, Title 24 of the California Code of Regulations.

01 41 13. 00 Compliance With DTSC Guidelines – Imported Soils

If the Project requires the use of imported soils, CONTRACTOR, shall be responsible to use imported material that is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law, California Health and Safety Code and the guidelines of the Department of Toxic Substances Control ("DTSC"). CONTRACTOR must notify the DISTRICT of the source of material with adequate notice to allow analysis and testing and comply with all applicable regulations. The DISTRICT reserves the right to reject any imported material that has come from agricultural or commercial land uses.

01 41 16. 00 Laws and Regulations

CONTRACTOR shall give all notices and comply with all ordinances, rules and regulations, and Applicable Laws, relating to the work required by this Contract. If CONTRACTOR observes that the drawings and specifications are in conflict, CONTRACTOR shall promptly notify ARCHITECT/ENGINEER in writing and any changes deemed necessary by the ARCHITECT/ENGINEER shall be made as provided in the Contract for changes in work. If CONTRACTOR performs any work which he knows, or through the exercise of reasonable care should have known to be contrary to any Applicable Laws, ordinances, rules or regulations and fails to notify ARCHITECT/ENGINEER, CONTRACTOR shall bear all costs arising from the violations.

01 41 26. 00 Permits and Licenses

Permits, licenses, and certificates necessary for prosecution of the Work shall be secured and paid for by CONTRACTOR, unless otherwise specified. All such permits, licenses and certificates shall be delivered to the ARCHITECT before demand is made for final payment. CONTRACTOR shall and shall likewise require that all subcontractors maintain contractor licenses in effect as required by law during the term of the Project.

01 45 00. 00 Correction of Work

A. CONTRACTOR shall promptly remove from the premises all work identified by DISTRICT or ARCHITECT/ENGINEER as failing to conform to this Contract, whether incorporated or not. CONTRACTOR shall promptly replace and repair its own work to comply with this Contract without additional expense to DISTRICT and shall bear the expense of making good all work of other contractors destroyed or damaged by that removal or replacement, including compensation for the ARCHITECT/ENGINEER's additional services.

B. If CONTRACTOR does not remove work within a reasonable time following written notification, DISTRICT may remove and store the material at CONTRACTOR's expense. If CONTRACTOR does not pay the expenses of removal within 10 days, DISTRICT may sell the materials at auction or private sale, upon 10 days' written notice and shall account for any net proceeds after deducting all costs and expenses that should have been borne by CONTRACTOR.

C. CONTRACTOR shall promptly install, complete, or correct work that is not in accordance with the Contract Documents within ten (10) days of written notice, or an equitable deduction of Contract price may be enforced by the DISTRICT. If CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, DISTRICT may, after ten (10) days written notice to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies.

D. 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 not done in accordance with the Contract Documents, and equitable reduction in the Contract price shall be made.

01 45 23. 01 District's Inspector ("IOR")

A. The DISTRICT will provide one or more inspectors to provide competent and adequate inspection during normal working periods. The project inspector(s) shall be employed by the DISTRICT subject to approval by the Division of the State Architect. Inspector and inspection of the Project shall be in accordance with all applicable provisions of

law including, but not necessarily limited to, Title 24 of the California Code of Regulations. Special inspections shall be in accordance with all applicable provisions of law including, but not necessarily limited to those contained in Title 24 of the California Code of Regulations.

B. The Inspector shall have free access to any or all parts of the Project at any time. CONTRACTOR shall furnish the Inspector reasonable opportunities for obtaining information necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Inspection of the Work shall not relieve CONTRACTOR from any obligation to fulfill this Contract. The Inspector and ARCHITECT/ENGINEER shall have authority to reject work whenever the provisions of this Contract are not being complied with. In addition, the Inspector may stop any work which poses a probable risk of harm to persons or property. CONTRACTOR shall instruct its employees accordingly.

01 45 23.02 Tests and Inspections

C. If in this Contract, any Applicable Laws, DISTRICT instructions, ordinances, or any public authority require any work to be specifically tested or approved, CONTRACTOR shall give notice of its readiness for observation or inspection at least two workdays prior to being tested or covered up. If inspection is required by parties other than DISTRICT, CONTRACTOR shall inform DISTRICT of the date fixed for the inspection. Required certificates of inspection shall be secured by CONTRACTOR. Observations by DISTRICT shall be promptly made and where practicable, at the source of supply. If any work is covered up without approval or consent of DISTRICT, if required by DISTRICT, it must be uncovered for examination and satisfactorily reconstructed at CONTRACTOR'S expense in compliance with this Contract. The cost of testing any materials which are not in compliance with the Contract shall be paid for by DISTRICT and charged back to CONTRACTOR. Other costs for tests and inspection of materials shall be paid by DISTRICT unless otherwise provided in this Contract. CONTRACTOR shall pay for all tests and inspections under any of the following conditions: (i) when such costs are stipulated in the provisions of the Contract Documents to be borne by the CONTRACTOR; (ii) when a material is tested or inspected and fails to meet the requirements of the Specifications and/or Drawings; or (iii) when the source of the material is changed after the original test or inspection has been made or approved.

D. Where the inspection and testing will be conducted by an independent laboratory or agency, the materials or samples of materials to be tested shall be selected by the laboratory or agency, or DISTRICT'S representative and not by CONTRACTOR.

E. CONTRACTOR shall notify DISTRICT a sufficient time in advance of the manufacture of materials to be supplied to him under this Contract, which must by the terms of this Contract be tested, in order that DISTRICT may arrange for testing at the source of supply. Any materials shipped by CONTRACTOR from the source of supply prior to having satisfactorily passed testing inspection, or prior to receipt of notice from the representative that the testing and inspection will not be required, shall not be incorporated in the Work without the prior approval of DISTRICT and subsequent testing and inspection. Time is of the essence with respect to this Contract. Tests or inspections required and conducted pursuant to the Contract Documents shall be made or arranged by CONTRACTOR to avoid delay in the progress of the Work.

F. At any time, re-examination of questioned work, including warranty work, may be ordered by DISTRICT. If required, work must be uncovered by CONTRACTOR. If the work is determined to be in accordance with this Contract, DISTRICT shall pay all associated costs of re-examination and replacement. If the work is not in accordance with this Contract, CONTRACTOR shall pay all associated costs for re-examination and replacement. Where required DSA testing of the work identifies a failure rate of ten percent (10%) or greater for any system, scope of work, installation or subtrade that has been specifically investigated, DISTRICT may, at its sole discretion, order

that all such similar systems, installations, scopes of work or subtrade work used in connection with the Project be tested, and the cost to test all such work shall be paid by the CONTRACTOR.

G. Tests and inspections shall otherwise comply with all applicable provisions of law including, but not necessarily limited to, Title 24 of the California Code of Regulations. Title 24, Part1, Section 4-335 requires the tests of materials for construction projects under the jurisdiction of the DIVISION OF THE STATE ARCHITECT be performed by Laboratory Evaluation and Acceptance (LEA) program testing facilities.

H. In the event of a dispute of questioned work, the DISTRICT may order additional investigative testing or inspection to determine compliance to contract specifications. If the work is determined to be in accordance with this Contract, DISTRICT shall pay the costs of investigative testing or inspection and replacement. If the work is not in accordance with this Contract, CONTRACTOR shall pay all associated costs.

I. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the CONTRACTOR and promptly delivered to the ARCHITECT. If a material is not required to be tested, the ARCHITECT, Inspector of Record, or the DISTRICT may require CONTRACTOR to furnish a certificate bearing the official and legal signature of the supplier with each delivery of such material, which certificate shall state that the material complies with the Specifications.

01 45 23. 33 Code Required Special Inspections

Reserved

01 45 23. 45 Inspection by District Personnel

Reserved

01 50 00 Temporary Facilities and Controls: Continuity of Services

Continuity of all services must maintained at all times during construction. Any and all costs associated with maintaining all services throughout the construction on new or modernization projects will be borne by the contractor. This includes, but is not limited to: electrical, plumbing, irrigation, HVAC, data, fire alarm, intrusion and public address systems.

01 51 00.01 Utilities

A. For modernization projects: Utilities including electricity, water and gas used on the Project will be furnished by DISTRICT. Telephone service may be furnished by the District, however, long distance calls will be back charged to the CONTRACTOR.

B. If this Contract is for an addition (new construction) to an existing facility, CONTRACTOR shall furnish and install necessary temporary distribution systems, including meters for all utilities including but not limited to electricity, water, gas and telephone service necessary to perform the work. Upon completion of the work, CONTRACTOR shall remove all temporary systems.

01 52 19.01 Sanitary Facilities

CONTRACTOR shall provide temporary, sanitary toilet facilities, as required by law and additional facilities as directed by the inspector for the use of all workers. The facilities shall be maintained in a sanitary condition and shall be left at the site until removal is directed by the inspector. Use of toilet facilities contained in the Project under construction shall not be permitted except with the approval of the DISTRICT.

01 55 19. 01 Temporary Parking Areas

Reserved.

01 55 19. 02 District's Inspector ("IOR") Private Office

Within seven days after notice to proceed has been received, the CONTRACTOR shall provide the project Inspector with a "private office," which shall be a minimum of 8' x 12'. The room shall be equipped with a window, door with lock, wood floor, two ceiling lights, heating and cooling unit, standard 30" x 60" desk with drawers and file drawer, 110-volt outlet, one plan table (36" x 80" x 39" high, sloped up 3"), one 30" high stool, one desk chair, and one 12" x 28" wall shelf.

01 55 26 Traffic Control

Reserved.

01 55 29 Staging Areas

Reserved.

01 56 26 Temporary Fencing

Reserved.

01 56 29 Protective Walkways

Reserved.

01 56 39 Temporary Tree and Plant Protection

Reserved.

01 57 23 Storm Water Pollution Prevention Plan (SWPPP)

Storm Water Pollution Plan is only applicable if the "Notice to Bidders" section identifies this project as subject to these requirements or incorporated by addenda.

COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION:

A. CONTRACTOR shall comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (the "Permit") for all construction activity which results in the disturbance of in excess of one (1) acre of total land area or which is part of a larger common area of development or sale. It shall be CONTRACTOR's responsibility to evaluate the cost of compliance with the SWPPP prior to entering into the Contract for the Project and providing the Bid Price. CONTRACTOR shall comply with all requirements of the State Water Resources Control Board. CONTRACTOR shall include all costs of compliance with specified requirements in the Bid Price.

B. CONTRACTOR shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit. CONTRACTOR shall provide copies of all reports and monitoring information to DISTRICT, and appropriate regulatory agencies.

C. CONTRACTOR shall comply with the lawful requirements of any applicable municipality, county, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

D. Failure to comply with the Permit is a violation of federal and state law. CONTRACTOR hereby agrees to indemnify, defend and hold harmless DISTRICT, its officers, agents, and employees from and against any and all claims, demands, losses or liabilities of any kind or nature which DISTRICT, its officers, agents, and employees may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the negligence or willful misconduct of DISTRICT, its officers, agents or employees. DISTRICT may seek damages from CONTRACTOR for delay in completing the Project in accordance herewith, including damage caused by CONTRACTOR's failure to comply with Permit requirements.

CONTRACTOR shall familiarize their self and adhere to the SWPPP Specification Section below:

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes the following:

1. Provide all material, labor and services necessary to implement the Storm Water Pollution Prevention Plan (SWPPP).
2. Provide all material, labor, equipment and services necessary to comply with the conditions of the Construction General Permit (CGP) No. 2009-0009-DWQ.
3. Implement the Best Management Practices (BMP) contained within the SWPPP or implement other practices deemed necessary by the CONTRACTOR/Qualified SWPPP Practitioner (QSP) to better accomplish the intent of controlling the quality of runoff water from the Project Site.
4. Submit to the Owner/LRP all reports required for the Annual Report prior to September 1 of each year.
5. All Contract requirements in Division 00 and 01.

B. This Section does not include:

1. The Owner's Qualified SWPPP Developer (QSD) will prepare the SWPPP.
2. A Notice of Intent (NOI) to be covered by the CGP will be electronically filed by the Owner/Legally Responsible Person (LRP) with the State Water Resources Control Board (SWRCB). The Owner/LRP will pay the NOI fee and annual fees thereafter when applicable.
3. If applicable, an Erosivity Waiver will be electronically filed by the Owner/LRP with the SWRCB. The Owner/LRP will pay the Erosivity Waiver fee.
4. The Annual Report will be electronically filed by the Owner/LRP with the SWRCB by September 1 of each year.
5. A Notice of Termination (NOT) to terminate the CGP coverage will be electronically filed by the Owner/LRP with the SWRCB at the end of the project upon final stabilization as determined by the owner's QSD.

C. Acronyms:

1. BMP Best Management Practices
2. CARB California Air Resources Board
3. CGP Construction General Permit Order No. 2009-0009-DWQ
4. CSMP Construction Site Monitoring Program
5. EPA Environmental Protection Agency
6. FMFCD Fresno Metropolitan Flood Control District
7. NOI Notice of Intent

8. NOT Notice of Termination
9. NPDES National Pollution Discharge Elimination System
10. QSD Qualified SWPPP Developer
11. QSP Qualified SWPPP Practitioner
12. SJVAPCD San Joaquin Valley Air Pollution Control District
13. SWPPP Storm Water Pollution Prevention Plan
14. SWRCB State Water Resources Control Board
15. RWQCB Regional Water Quality Control Board

1.02 RELATED SECTIONS

A. Section 31 11 00 – Site Clearing
B. Section 31 20 00 – Earthwork
C. Section 33 41 00 – Storm Drainage

1.03 SUBMITTALS

A. Submit the following in accordance with Section 01 30 00:
   1. Construction schedule to be included in the SWPPP.
   2. List of subcontractors to be included in the SWPPP.
   3. Addenda to the SWPPP.
   4. Inspection, training, and testing reports required by the Construction Site Monitoring Program (CSMP) in the SWPPP must be delivered to the Owner/LRP prior to September 1 of each year.

1.04 QUALITY ASSURANCE

A. SWPPP Certification Requirements:
   1. Qualified SWPPP Developer (QSD)
      a. The SWPPP shall be written, amended, and certified by a QSD. The SWPPP shall contain the QSD's name, certification number, and telephone number.
   2. Qualified SWPPP Practitioner (QSP)
      a. The SWPPP shall be implemented by a QSP. The SWPPP shall contain the QSP's name, certification number, and telephone number. The QSP is responsible for implementing the BMPs and CSMP as described within the SWPPP.

B. Regulatory Requirements:
   1. Prepare and implement the SWPPP in accordance the following:
      a. CARB Materials and equipment used for this Project shall comply with the current applicable regulations of the California Air Resources Board and the EPA.
      b. EPA Environmental Protection Agency.
      c. FMFCD Fresno Metropolitan Flood Control District
      d. SJVAPCD San Joaquin Valley Air Pollution Control District.
      e. SWRCB State Water Resources Control Board.
      f. RWQCB Regional Water Quality Control Board.

PART 2 - PRODUCTS

2.01 SOURCE QUALITY CONTROL

A. SWPPP:
   1. The SWPPP shall be prepared in accordance with the guidelines contained in the CGP issued by the SWRCB under the National Pollution Discharge Elimination System (NPDES) permit program of

the EPA.

2. The intent of the CGP is to protect the quality of receiving waters of the United States by limiting the quantity of pollutants in rainfall runoff from construction sites of one acre or more in area. In order to accomplish this goal, each construction project is required to prepare a SWPPP that will govern construction activities to lessen the probability that pollutants will be present in rainfall runoff from their site.
3. This site will be covered by the CGP by the time construction begins.
    a. All construction activity must comply with the conditions of the CGP.
    b. A NOI to be covered by the CGP will be filed by the Owner/LRP with the SWRCB and the fees will be paid by the Owner/LRP.
    c. Copies of the NOI will be provided to the CONTRACTOR to place in the appropriate Appendix of the SWPPP when the NOI is available.
4. The BMPs contained in the SWPPP will meet the intent of the CGP.
    a. The Owner does not have any responsibility for selecting or implementing the BMPs proposed by the CONTRACTOR and QSP to adequately control the quality of runoff from the site.
    b. The CONTRACTOR and QSP must provide, implement, and carry out the BMPs that comply with the CGP regardless of the BMPs contained in the SWPPP.
    c. The CONTRACTOR and QSP shall bear full responsibility for reviewing the proposed BMPs, ascertaining their ability to provide adequate controls, and implementing the BMPs or implementing others deemed by the CONTRACTOR and QSP to better accomplish the intent of controlling the quality of runoff water from the project site.
5. Fresno Metropolitan Flood Control District (FMFCD)
    a. FMFCD is charged with the responsibility to monitor the quality of runoff received by their storm drain system. FMFCD is the not the primary enforcement agency responsible for compliance with the NDPES permit. However, FMFCD can provide notice to the SWRCB that a violation is occurring and request that the SWRCB begin enforcement proceedings.

PART 3 - EXECUTION

3.01 APPLICATION

A. General Requirements:

1. The CONTRACTOR shall comply with the conditions of the CGP. The CGP is available at the following website: www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml
2. The SWPPP is an aid to the CONTRACTOR in complying with the CGP.
3. Under the terms of this Contract, the CONTRACTOR is the Operator/Discharger of the Project Site. It is the CONTRACTOR's and QSP's responsibility to faithfully and fully implement the BMPs contained in the SWPPP, and other BMPs as required to effectively control the quality of runoff water from the project site.
4. The CONTRACTOR shall fully and completely carry out all provisions of the SWPPP and ensure that all of the CONTRACTOR's forces, including sub-contractors, on the site do the same. The CONTRACTOR shall assume full responsibility for the implementation, maintenance and execution of the SWPPP for the life of this project. The CONTRACTOR shall be fully liable for penalties, fines, and clean-up costs resulting from the failure of the CONTRACTOR's personnel or subcontractor's personnel to comply with the provisions of the SWPPP and hold the Owner/LRP harmless from the CONTRACTOR's failure to implement the SWPPP as required by the SWRCB, RWQCB, CGP, and the local authority having jurisdiction.
5. The CONTRACTOR shall be fully aware of the requirements for the full execution of the SWPPP

which are contained in the previously mentioned regulations, the requirements of these specifications for implementing, maintaining, and enforcing the provisions of the SWPPP and the impact that the SWPPP will have on the operation, prosecution and cost of the work. A submittal of a bid on this project will be considered as prima facie evidence that the Contractor fully comprehends these requirements and impacts and has fully allowed for their effect on this project, both in time and cost.

6. The Owner/LRP's QSD shall prepare the Risk Determination, site map, and SWPPP for all construction activities that will occur on the project site. Prior to construction, the CONTRACTOR shall review the provided site map, mark any necessary changes due to their planned construction operations, and submit any revisions to the Owner/LRP's QSD. The QSD will amend the SWPPP as necessary and the Owner/LRP will certify the updated SWPPP on the SMARTS website.

B. Best Management Practices (BMPs):

1. The QSP shall conduct inspections weekly and at least once each 24-hour period during extended storm events, to identify and record BMPs that need installation or maintenance to operate effectively. Should the QSP deem the BMPs proposed in the SWPPP are inadequate to meet the requirements of the CGP, or a change occurs in the nature or manner of construction operations not anticipated in the SWPPP, the QSP shall propose alternative BMPs that are equal to or better than those contained in the SWPPP.
2. Should the CONTRACTOR implement alternative BMPs, he shall prepare all addenda to the SWPPP required by the CGP and notify the Owner's QSD for review of amendments to the original SWPPP.
3. Failure to implement the BMPs as required to meet the intent of the CGP and the SWPPP is a breach of state and federal laws. Punishment for breaking the law can result in fines and imprisonment.
4. BMPs shall be maintained from the start of construction until final stabilization.

3.02 FIELD QUALITY CONTROL

A. Monitoring of BMPs

1. Monitoring by QSP
   a. Implement the CSMP (weekly, pre-storm, storm event, post-storm, quarterly inspections) as required by the CGP.
   b. Conduct training and testing as required by the CGP.
   c. Prepare and submit all reports to Owner/LRP and SWRCB as required by the SWPPP and the CGP. The CONTRACTOR is advised that the electronic filing of the Annual Report with the SWRCB by the Owner/LRP on behalf of the CONTRACTOR does not relieve the CONTRACTOR of any responsibility due to his failure to conduct proper inspection, testing, and training as required by the CGP. The CONTRACTOR shall bear full liability arising out of failure to conduct the required inspections, training, and testing detailed in the CSMP in the SWPPP.
2. Monitoring by Owner
   a. The Owner will monitor the CONTRACTOR's implementation and maintenance of the BMPs.
   b. Should the Owner determine that the CONTRACTOR's efforts fail to meet the requirements of the CGP, the SWPPP, and SWPPP amendments, the Owner reserves the right to employ any and/or all of the following actions:
      1) Notify the SWRCB of the perceived failure of the CONTRACTOR to comply with the CGP and SWPPP.
      2) Withhold an amount of money from the CONTRACTOR's Payment Request, equal to the Owner's estimate of the value of the work required to implement and maintain the required BMPs, as well as provide the required inspection, training, and testing forms.

3) Hire a separate QSP to perform the work required to implement the CSMP and deduct the costs thereof from the CONTRACTOR's Payment.

B. Availability and access to the SWPPP
1. The CONTRACTOR shall keep a minimum of one copy of the SWPPP and Addenda thereto in the following locations:
a. CONTRACTOR's Project Site Field Office.
b. CONTRACTOR's General Business Office.
2. The SWPPP shall be available for public inspection at any time during normal business hours.

3.03 CLEANING AND REMOVAL

A. Removal of BMPs
1. Completely remove from the Project Site all materials used to construct and maintain the temporary BMPs upon completion and acceptance of the Project.
2. Remove all accumulated debris and excess material from the BMPs and surrounding locations, and broom clean all adjacent hardscape surfaces to the satisfaction of the Owner.
3. All permanent BMPs shall remain on the Project Site. The Owner will be responsible for ongoing inspection and maintenance after final acceptance.

B. Under written agreement and with the approval of the Owner, the CONTRACTOR may assign maintenance and removal responsibilities of the project BMPs to a subsequent CONTRACTOR for later work phases at the Project Site.

3.04 RECORD KEEPING

Paper or electronic records of all CSMP inspections, testing, and training reports, including the Annual Report, shall be retained for a period of at least three years. These records shall be available at the project site until construction is completed.

3.05 PAYMENT

Full compensation for all costs involved in implementing, and monitoring the implementation of the SWPPP for this project, including inspections, testing, and training, performing corrective measures as required to better implement the SWPPP, providing all labor, materials, and resources to maintain the SWPPP and all required records of the SWPPP, and being full liable for all failures to fulfill the intent and requirements of the CGP set forth by the SWRCB, shall be included in the cost bid for the various items of work and no additional payment will be made therefore.

01 58 13 Temporary Project Signage

Reserved.

01 62 00.01 Materials and Products

A. Except as otherwise specifically stated in this Contract, CONTRACTOR shall provide and pay for all materials, supplies, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of every kind and all other services and facilities necessary to perform and complete this Contract within the time specified.

B. Unless otherwise specified, all materials shall be new and of good quality.

C. Materials shall be furnished in ample quantities and at times to ensure uninterrupted progress of the Project and shall be properly stored and protected. CONTACTOR shall be solely responsible for any damage or loss by weather or other causes to materials or work under this Contract.

D. CONTRACTOR shall, after issuance of the Notice to Proceed by DISTRICT, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. CONTRACTOR shall, upon demand from the ARCHITECT, furnish to the ARCHITECT documentary evidence showing that orders have been placed.

E. DISTRICT reserves the right, for any neglect in not complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the work may be completed 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 the CONTRACTOR.

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

G. Nothing contained in this Section, however, shall defeat or impair the rights of any persons furnishing material or labor under any bond given by CONTRACTOR, for their protection, or any rights under any law permitting such persons to look to funds due CONTRACTOR and within the control of DISTRICT. This provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials or labor when no formal contract is entered into for such materials or labor.

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

01 71 03. 00 <u>Protection of Work and Property</u>

A. CONTRACTOR shall be responsible for all damages to persons or property which occur as a result of CONTRACTOR's fault or negligence in connection with the performance of this Contract. CONTRACTOR shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by DISTRICT. All CONTRACTOR responsibilities extend to the protection from vandalism and associated costs. With the exception of damage to the work caused by "acts of God," as defined in Public Contract Code Section 7105, CONTRACTOR assumes the risk for all work performed under this Contract. CONTRACTOR shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and this Contract. CONTRACTOR shall take, and require all subcontractors to take, all necessary precautions for the safety

of workers employed on the Project and shall comply with applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed.

B. In an emergency affecting safety of life, work, or adjoining property, the CONTRACTOR is permitted to act at its discretion, without special instruction or authorization from ARCHITECT/ENGINEER or DISTRICT, to prevent any threatened loss or injury; and CONTRACTOR shall act if authorized or instructed by ARCHITECT/ENGINEER or DISTRICT. Any compensation claimed by CONTRACTOR on account of emergency work shall be determined by the Contract.

C. CONTRACTOR shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the DISTRICT. CONTRACTOR shall provide heat, cooling, covering, security, and enclosures as necessary to protect all work, materials, equipment, appliances and tools against damage or loss.

D. CONTRACTOR shall take adequate precautions to protect existing sidewalks, curbs, pavements, landscaping, utilities, adjoining property, structures, and other improvements; and avoid damage to them and repair any damage caused by construction operations.

01 71 16 Acceptance of Conditions

Reserved.

01 71 23 Excavation, Layout, Field Engineering and Trenches

A. CONTRACTOR shall provide adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation which conform to applicable safety standards.

B. If this Contract involves the excavation of any trench or trenches four feet or more in depth, the CONTRACTOR shall, in advance of excavation, submit to the DISTRICT or to whomever the DISTRICT designates a detailed plan showing the design for shoring, bracing, shielding, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the CONTRACTOR, and all costs therefor shall be included in the price indicated in the Contract. 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 CAL-OSHA and a CAL-OSHA permit for such plan delivered to the DISTRICT.

C. If this Contract involves the digging of trenches or excavations below the surface, the following shall apply:

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

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

    b. Subsurface or latent physical conditions at the site different from those indicated.

    c. 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 the Contract.

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 Contract, it shall issue a change order as provided in this Contract.

3. In the event a dispute arises between the 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 Project, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all the work to be performed under the Contract. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

D. All field engineering required for laying out this work and establishing grades for earth-work operations shall be furnished by CONTRACTOR at its expense. The work shall be done by a qualified civil engineer approved by the ARCHITECT/ENGINEER. "As Built" drawings of site development and utilities' location and inverts shall be prepared by an approved civil engineer.

E. CONTRACTOR has made an independent investigation of the job site, including underground conditions and all other conditions that might affect the progress of the Work and is satisfied as to those conditions.

01 71 23. 00 <u>Site and Utility Surveys</u>

When required by the scope of the Project, the DISTRICT will furnish, at its expense, a legal description or a land survey of the Site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the Site. Surveys to determine locations of construction, grading, and site work shall be provided by the CONTRACTOR. The DISTRICT shall provide the lands, rights of way, and easements upon which the work under this Contract is to be done, and such other lands as may be designated on the Contract drawings for the use of the CONTRACTOR, and the CONTRACTOR shall confine its operations to within these limits. The CONTRACTOR shall provide, at its own expense, any additional land and access thereto that may be required for temporary construction facilities or storage of materials.

Unless otherwise stated in the Contract Documents, the CONTRACTOR shall be responsible to do all necessary staking and engineering services to layout and control the work to the elevations, lines, and dimensions shown on the plans. Any deviations must receive prior written approval of the DISTRICT. All staking and engineering services affecting the line or elevation of underground drainage, sewers, or utilities, and all other work within public rights of way or easements shall be performed by or under the direction and supervision of a Registered Civil Engineer or Licensed Land Surveyor, registered/licensed by the State of California.

01 73 01. 00 <u>Contractor's Supervision, Prosecution and Progress of Work</u>

A. During progress of the Work, CONTRACTOR shall keep on the work site a competent Superintendent satisfactory to DISTRICT. Before commencing the Project, CONTRACTOR shall give written notice to DISTRICT and ARCHITECT of the name, qualifications and experience of such Superintendent. If Superintendent is found unsatisfactory by DISTRICT, CONTRACTOR shall replace the Superintendent with one acceptable to the DISTRICT. Superintendent shall not be changed except with written consent of DISTRICT, unless a Superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ, in which case, CONTRACTOR shall notify DISTRICT and ARCHITECT in writing and replace said Superintendent with one acceptable to the DISTRICT. Superintendent shall represent CONTRACTOR and all directions given to Superintendent shall be as binding as if

given to CONTRACTOR. CONTRACTOR is referred to General Conditions, "Workers" Section for additional applicable provisions relating to Workers and Superintendent.

B. CONTRACTOR shall, at all times, enforce strict discipline and good order among CONTRACTOR's employees and shall not employ on the Project any unfit person or anyone not skilled in the tasks assigned.

C. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall carefully study and compare all plans, drawings, specifications and other instructions and shall at once report to ARCHITECT any error, inconsistency or omission which CONTRACTOR or its employees may discover. The CONTRACTOR represents itself to DISTRICT as a skilled, knowledgeable, and experienced CONTRACTOR. The CONTRACTOR shall be liable to the DISTRICT for damage resulting from errors, inconsistencies, or omissions in the Contract Documents that the CONTRACTOR recognized, and which CONTRACTOR knowingly failed to report or which a similarly skilled, knowledgeable, and experienced contractor would have discovered.

D. The CONTRACTOR shall verify all indicated dimensions before ordering materials or equipment, or before performing work. The CONTRACTOR shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information, known to the CONTRACTOR, with the Contract Documents before commencing work. Errors, inconsistencies, or omissions discovered shall be reported to the DISTRICT at once. Upon commencement of any item of work, the CONTRACTOR shall be responsible for dimensions related to such item of work and shall make any corrections necessary to make the work properly fit at no additional cost to DISTRICT. The responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.

E. Omissions from the plans, drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the plans, drawings and specifications, or which are customarily performed, shall not relieve the CONTRACTOR from performing such omitted or misdescribed work, but they shall be performed as if fully and correctly set forth and described in the plans, drawings and specifications.

F. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

G. Whenever the CONTRACTOR arranges to work at night, or at any time when work is not usually in progress, or to vary the period during which work is carried out each day, he shall give the DISTRICT due notice so that inspection may be provided. Such work shall be done without extra compensation to the CONTRACTOR, and such additional inspection costs shall be chargeable to the CONTRACTOR providing such work is not performed at the request of the DISTRICT to meet an earlier completion time than that established in the Contract Documents, or for a cause not under control of the CONTRACTOR.

01 74 00.01 Execution of Contract

Execution of the Contract by the CONTRACTOR is a representation that the CONTRACTOR has visited the site, become familiar with local conditions under which the work is to be performed and correlated personal observations with requirements of the Contract Documents.

01 74 00.01 Cleaning Up

A. At all times, CONTRACTOR shall keep the premises and all adjoining areas free of debris such as waste, rubbish and excess materials and equipment caused by the Work; debris shall be removed from the premises. CONTRACTOR

shall not leave debris under, in, or about the premises. Prior to completion of the Work, CONTRACTOR shall remove from the Site all rubbish, waste and excess material, tools, construction equipment, machinery, temporary facilities and barricades, and any other items which are not the property of the DISTRICT under the Contract Documents. Upon completion of the Work, the Site and all adjoining areas shall be left in a neat and broom clean condition satisfactory to DISTRICT. Also upon completion of the Work, CONTRACTOR shall clean the interior and exterior of the building, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, paved areas and sidewalks and any areas where debris has collected so surfaces are free from foreign material and discoloration; CONTRACTOR shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing barricades, planking, construction toilet and similar temporary facilities from the site.

B. A safe and clean working environment, which is conducive to student learning, is required by the DISTRICT. If the CONTRACTOR fails to clean up during performance of the Project or at the completion of the Project, the DISTRICT may do so and the cost for such clean up shall be charged back to the CONTRACTOR, with DISTRICT deducting such costs from any portion of the Contract Price then or thereafter due CONTRACTOR.

01 74 13 Progress Cleaning

Reserved.

01 74 16 Site Maintenance

Reserved.

01 74 23 Final Cleaning

Reserved.

01 76 00 Protecting Installed Construction

Reserved.

01 77 00.01 Final Inspection

If the CONTRACTOR fails to complete the minor corrective items prior to the expiration of the period within which retention must be released as described in California Public Contract Code Section 7107, the DISTRICT shall withhold from the final payment an amount up to 150 percent of estimated cost, as determined by the DISTRICT in its discretion, of each item until such time as the item is completed. At the end of such period, if there are items remaining to be corrected, the DISTRICT may elect to proceed as provided in the "Contract Modification Procedures" Section.

01 77 00. 02 Cost of Multiple Inspections

More than two (2) requests of the DISTRICT to make inspections required under Section 01 77 00. 01, Final Inspection, above shall be considered an additional service of ARCHITECT, and all subsequent costs will be invoiced to CONTRACTOR and withheld from remaining payments.

01 78 23. 00 Equipment Manuals

CONTRACTOR shall obtain and furnish three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in proper order, indexed, and placed in three-ring binders. At the completion of its Work, the CONTRACTOR shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of CONTRACTOR's Application for Final Payment, and as a further condition to its approval by the ARCHITECT, each Subcontractor shall deliver the manuals, arranged in proper order,

indexed, endorsed, and placed in three-ring binders, to the CONTRACTOR who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the DISTRICT through the ARCHITECT.

01 78 36.01 Warranty and Guarantee

A. CONTRACTOR warrants that the Work, which includes any equipment furnished by CONTRACTOR as part of the materials, shall:

1. be free from defects in workmanship and material,
2. be free from defects in any design performed by CONTRACTOR,
3. be new, and conform and perform to the requirements stated in the specifications and where detail requirements are not so stated, shall conform to applicable industry standards, and
4. be suitable for the use stated in the specifications.

B. The warranty period for all defective work, labor, materials, and equipment shall commence on the date of completion noted on the Notice of Completion (And Acceptance) of the Work, or designated portion thereof, and continue for the period set forth in the specifications or for **one (1) year if not so specified**. If, during the warranty period, the Work is not available for use due to defective work, such time of unavailability shall not be counted as part of the warranty period. The warranty period for corrected defective work shall continue for a duration equivalent to the original warranty period.

1. One month prior to the expiration of the applicable warranty period, CONTRACTOR shall attend with DISTRICT's representative(s) and consultants a pre-expiration warranty review, including but not limited to a site walk and review meeting (and follow-up meeting, if DISTRICT deems it necessary), for the purpose of identifying and addressing any and all warranty items in existence at such time, including any newly-discovered items during such review and site walk. CONTRACTOR shall see that all warranty items noted as a result of such warranty review are properly addressed and repaired prior to the expiration of the applicable warranty period.

C. DISTRICT shall give CONTRACTOR prompt written notice after discovery of any defective work. CONTRACTOR shall correct any such defective work, as well as any damage to any other part of the Work resulting from such defective work, and provide repair, replacement, or reimbursement, at its sole expense, in a manner approved by the DISTRICT and with due diligence and dispatch as required to make the Work ready for use by DISTRICT, ordinary wear and tear, unusual abuse or neglect excepted. Such corrections shall include, but not be limited to, any necessary adjustments, modifications, changes of design, unless of DISTRICT'S design, removal, repair, replacement and reinstallation, and shall include all necessary parts, materials, tools, equipment, transportation charges and labor as may be necessary, and cost of removal and replacement of work shall be performed at a time and in such a manner so as to minimize the disruption to DISTRICT'S use of the work. Written notice can be, but not limited to, facsimile or e-mail to addresses provided by contractor as a part of bid package.

D. In the event of failure of CONTRACTOR or Surety to commence and pursue with diligence said repairs or replacements within five (5) calendar days after being notified in writing, DISTRICT is hereby authorized to proceed to have any defects repaired or replaced and made good at the expense of CONTRACTOR and Surety who hereby agrees to pay the costs and charges therefor immediately upon demand.

E. If, in the opinion of the DISTRICT, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the DISTRICT or to prevent interruption of operations of the DISTRICT, the DISTRICT will attempt to give the written notice required by this Section. If the CONTRACTOR or Surety cannot be contacted or neither complies with the DISTRICT'S requirements for correction within a reasonable period of time, as determined by DISTRICT, the DISTRICT may, notwithstanding the provisions of this Section, proceed to

make such correction or provide such attention, and the costs of such correction or attention shall be charged against the CONTRACTOR and Surety. Such action by the DISTRICT shall not relieve the CONTRACTOR and Surety of the guarantees provided in this Section or elsewhere in the Contract Documents.

F. This Section does not, in any way, limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. CONTRACTOR shall furnish to DISTRICT all appropriate guarantee or warranty certificates upon completion of the Project or upon request by DISTRICT.

G. All guarantees required under this Section shall be submitted to the DISTRICT in the following form on CONTRACTOR letter head as a prerequisite to final payment:

GUARANTEE FOR _____. We hereby guarantee the _____ which we have installed in the _____ at _____ for _____ years from date of recordation of the Notice of Completion (And Acceptance). CONTRACTOR agrees to repair or replace to the satisfaction of the DISTRICT any and all such work that may prove defective in workmanship of materials within that period, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

CONTRACTOR agrees to respond to first notice within 48 hours and to remedy the condition within five (5) calendar days. If the CONTRACTOR fails to comply with the above-mentioned conditions within five (5) calendar days after being notified in writing, the DISTRICT may have the defects repaired and made good at the CONTRACTOR'S expense and the CONTRACTOR will pay the costs and charges therefor immediately upon demand. Any and all guarantees offered by manufacturers of equipment used or installed in the Project shall also be extended to the DISTRICT.

_____ _____

Subcontractor/Supplier Contractor Date

H. In addition, CONTRACTOR shall provide to DISTRICT instruction manuals for all items which require same.

I. Nothing contained in this contract shall limit any other legal rights or remedies available to DISTRICT against either the CONTRACTOR or the Surety.

J. The DISTRICT may recover its reasonable attorney fees and costs in any action to enforce the provisions of this Section.

01 78 39. 00 <u>Record Drawings and Annotated Specifications</u>

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

to Application for Final Payment, the CONTRACTOR will provide one (1) complete paper set and one (1) electronic copy of Record Drawings and Annotated Specifications to the DISTRICT, certifying them to be a complete and accurate reflection of the actual construction conditions of the Work.

01 78 46 Extra Stock Materials

Reserved.

01 79 00 Demonstration & Training

Reserved.

01 91 00 General Commissioning Requirements

A. This Article includes general requirements that apply to implementation of commissioning without regard to specific systems, assemblies, or components, including mechanical, electrical, plumbing, and low voltage systems.

CONTRACTOR shall:

1. Schedule and attend construction phase commissioning meetings.
2. Coordinate and ensure that CONTRACTOR and all SUBCONTRACTORS execute their commissioning responsibilities inclusive of start-up execution, functional testing, sequences of operation, balance, programming, and (if provided) subject to any other commissioning tasks described in the Contract Documents, including but not limited to the Drawings and/or commissioning Specifications.
3. Prepare and maintain the issues log, construction checklist log, point lists, commissioning logs, test data, inspection reports, and certificates.
4. Furnish submittals related to commissioned equipment to the ARCHITECT/ENGINEER and DISTRICT including but not limited to shop drawings, O&M manuals, as-built drawings, manufacturer commissioning tasks checklists, functional/final testing results; and
5. Provide the training of DISTRICT personnel.

B. Where applicable, certain commissioning tasks from the initial commissioning will continue throughout the typical one-year warranty period. CONTRACTOR shall be responsible and coordinate seasonal functional testing and near warranty end review. CONTRACTOR shall ensure that subcontractors and manufacturer's representatives correct deficiencies and make necessary adjustments to O&M manuals and as-built drawings for applicable issues identified in seasonal and near warranty end testing. The commissioning process will be deemed completed when approved by the CONTRACTOR and accepted by the ARCHITECT/ENGINEER and DISTRICT typically at the end of the one-year warranty period. The DISTRICT reserves the right to employ a third-party Commissioner at the DISTRICT's expense.

ATTACHMENT "A" CONTRACTOR EMERGENCY CONTACT INFORMATION

Date: _____

Project Name: _____

Project Address: _____**City:** _____**CA Zip:**_____

District Responsible Manager: _____

CELL PHONE #

Prime Contractor Company Contact Information

PROJECT PRIMARY CONTACT	TITLE	
RESPONSIBLE SAFETY OFFICER	24 HR. PHONE #	E-MAIL
COMPANY NAME	BUSINESS PHONE #	FAX PHONE #
ADDRESS	24 HOUR PHONE #	
CITY, ST, ZIP	EMAIL ADDRESS	

EMERGENCY CONTACTS:	**24 HR. PHONE**	**E-MAIL**
PRIME CONTRACTOR:		
NAME TITLE		
NAME TITLE		
NAME TITLE		

KEY SUBCONTRACTORS:

NAME	TITLE	24 HR. PHONE	E-MAIL

Sub-Contractor Contacts List Attached: Yes: _____ No: _____

Fresno Unified School District

ATTACHMENT "B" NOTICE OF START/REQUEST FOR LOCATION OF DISTRICT UTILITIE

Facilities Management and Planning Phone: (559) 457-3074 Fax: (559) 457-3060

Submission of Notice of Start to DISTRICT Facilities Management and Planning is required for implementation.
Submit at least 48 hours prior to proposed start of any trenching, excavation or grading operations on District Property. **Do not start any work without a confirmed start date from DISTRICT.**
Contractor is responsible for calling USA at (800) 227-2600 prior to submitting this form.

COMPLETE ALL ITEMS BELOW PRIOR TO SUBMITTING:

Date Submitted: _____

To: _____ From: _____ Fax: _____
DISTRICT FACILITIES PROJECT MGR.

cc: _____ E-MAIL: _____ Fax: (559) 457-3060
DISTRICT FACILITIES ASST. P.M.

cc: _____ E-MAIL: _____ Fax: (559) 457-3060
DISTRICT FACILITIES ASST. P.M.

Subject: _____

School or Site: _____

Exact location on site where work is being performed: _____

Requesting Contractor Company Name: _____

Field Project Superintendent: _____ Cell Number: _____

Requested Start Date: _____ Requested Start Time: _____

Contractors' markings must be in white, outline the area and verified by Inspector prior to submitting 48-hour notice to DISTRICT.

Inspector's Name: _____

Have markings been verified by Inspector: Yes / No Inspector's Initials: _____

Nature of work to be done: (blasting, boring, digging, drilling, grading, trenching, tunneling, etc.) Please provide a detailed description of what is being done and work location. Include diagram marking areas of work: _____

	DISTRICT USE ONLY	DISTRICT USE ONLY	DISTRICT USE ONLY	
DISTRICT Confirmed Start Date:			Confirmed Start Time:	
Approved By:			Returned To:	
Returned By:			Returned Date:	
			Returned Time:	

USA # _____

Date Called: _____ Date Expires: _____

This form MUST be resubmitted, and USA called again after 30 days.

ATTACHMENT C
FRESNO USD FINGERPRINTING AND I.D. BADGE PROCEDURE

1. Fingerprinting Fee

- **$69 per person**
  (Fee subject to change based on negotiated rates with third-party fingerprinting agencies.)

2. Accepted Payment Methods

- **Money orders** or **cashier's checks** only
  (No business checks, personal checks, or cash accepted.)

3. Identification Requirement

- Contractors must present a **valid physical ID**.
- **Digital copies are not accepted.**

4. Clearance Timeframe

- Standard clearance: **5 business days**
- May take **up to 30 calendar days or longer**

5. Clearance Notification

- The **HR Fingerprint Team** updates the District database upon clearance.
- Project Managers will be able to view clearance status and any restrictions.

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6. Badge Photo & Issuance

Contractors may obtain their ID badge **after fingerprint clearance** and instruction from the Project Manager. **Badges must be worn at all times on Fresno Unified sites.**

Badge Location:
2348 Mariposa, Fresno, CA 93721
Phone: (559) 457-3500
Hours: Monday–Friday, **8:00 a.m.–4:00 p.m.** (No appointment required)

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7. Badge Validity Period

- ID badges expire **60 days after the project completion date** listed in the contract documents.

8. Badge Return or Replacement

- Contractors must **return their ID badge** to the District's Project Manager when the project is complete.

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9. Mandated Reporter Training Requirement

Contractors working **in proximity to minors** must complete **Mandated Reporter Training annually**.

- If able, contractors should complete the **General Training** online before fingerprinting and bring a **Certificate of Completion**.
- If unable to access the training, contact the Project Manager for assistance. HR Training will support providing access.

Training Link:
https://mandatedreportertraining.com/california/