

Project

**2017 District-Wide Contract for the Purchase and Installation of
Division of the State Architect (DSA) Approved Portable Buildings**

Project: CEPU, #N15-2017/18

Issued: September 18, 2017

Bid Date: October 2, 2017 9:00am

Bid Location: Centralia School District Main Office
6625 La Palma Avenue
Buena Park, CA 90620



September 27, 2017

To: Interested Bidders

Project: 2017 District-Wide Contract for the Purchase and Installation of Division of the State Architect (DSA) Approved Portable Buildings

Project #: CEPU, #N15-2017/18

Re: Addendum #1

Revise the documents contained in the Project Manual, dated September 18, 2017, as follows, AND acknowledge receipt of this Addendum on Bid Form 1:

1. Reference Notice Calling for Bids, and Information for Bidders, Item 6(b), Basis of Award (Clarification):

Items from both Bid Form 2 Attachments A and B will be used to develop the Sample Project.

2. Reference Bid Form 2, Attachment A (Clarification.) The prices listed on this matrix shall be structured as follows:

- a. The first or primary item for each type of building shall be the complete cost for that size and type of portable. So, items 1 A-F, 34 G-H, 67 I-N, 100 O-P, 133 Q-V, 169 W-AC, 195 AD-AG, 221 AH-AJ, 248 AK-AM, and 272 AN-AT shall be a complete package, or assembly price, including installation.

The line items below these primary items in each column shall be the upgrade cost only, to substitute the component item listed, for that component listed in the primary item description (above.) For example in line item A2, the component upgrade cost to install a 50+15# wood floor, in lieu of the base price 50# wood floor shall be listed for a 24'x40' portable, and so on...

- b. Reference Bid Items 67I through 67N: Revise the Building Base Bid Price Description to include a "Dual" slope roof.
3. Reference Technical Specifications, Page 10, Item C.10 Roofing. Revise the roof load uplift rating to read "of 90MPH or lower wind."

END OF ADDENDUM 1

NOTICE CALLING FOR BIDS

District: Centralia School District

Bid Deadline: Date: Monday, October 2, 2017 Time: 9:00am

Place of Bid Receipt, Mandatory Pre-Bid Conference, and Bid Set Distribution: Centralia District Office: 6625 La Palma Avenue, Buena Park, CA 90620

Project: 2017 District-wide Unit Price Contract for the Purchase and Installation of Division of the State Architect (DSA) Approved Portable Buildings, Project CEPU, #N15-2017/18

NOTICE IS HEREBY GIVEN that the Centralia School District of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for the above Project.

There will be a mandatory pre-bid conference at 9:00am on Monday, September 25, 2017 at the location listed above. Any bidder failing to attend the entire conference will be deemed a nonresponsive bidder and will have its bid returned unopened.

BEGINNING September 18, 2017, PROJECT MANUALS MAY BE PURCHASED for \$25.00 per set, at the location listed above, payable to CENTRALIA SCHOOL DISTRICT. Cash, company or cashiers checks only (no personal checks will be accepted). Payment will not be refunded, and the Project Documents are not required to be returned. Bidders wishing to pick up documents should email first to schedule a pick up time. Contact (cindy@schoolhausinc.com)

In accordance with the provisions of Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, the DISTRICT requires that the bidder possess the following classification(s) of contractor's license(s) at the time the bid is submitted: Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code, and be licensed to perform the work called for in the Contract Documents. The successful bidder must possess a valid and active Class B License at the time of bid and throughout the duration of this Contract. Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the work called for in the Contract Documents. The following work on the Project, however, must be performed by the contractor or subcontractor(s) possessing the corresponding specialty license: flooring and floor covering (C15); HVAC (C20); painting and decorating (C33); and lathing and plastering (C35). Any subcontractor performing any of these trades shall be designated at the time of bid as required.

The California Department of Industrial Relations has determined the general prevailing rates of per diem wages for the locality in which the work is to be performed for the Project. Copies of these wage rate determinations, entitled Prevailing Wage Scale, are available at the following website: www.dir.ca.gov. It shall be mandatory upon the successful bidder to whom the contract is awarded, and upon any subcontractor listed, to pay not less than the said specified rates to all workers employed by them for the Project.

Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in an amount not less than \$100,000 (One-hundred-thousand dollars) payable to the DISTRICT.

The DISTRICT reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. As part of the bid submittal, the District is asking the bidders to submit a completed schedule of unit prices for various items that may or may not be included in various individual projects initiated over the course of the contract. The method to determine the lowest bid will be to insert each bidder's unit prices into a sample project created by the Project Manager. A copy of the sample project quantity take offs will be supplied to all who attend the public bid opening: after the bid submittal deadline, but before bids are opened.

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

Pursuant to Public Contract Code Section 22300, the Agreement will contain provisions permitting the successful bidder to substitute securities for any monies withheld by the DISTRICT to ensure performance under the Agreement or permitting payment of retentions earned directly into escrow.

Publication: Buena Park Independent, September 15th & 22nd, 2017
Challenge News, September 18-22, 2017

INFORMATION FOR BIDDERS

WARNING:

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

1. Overall Scope. The Contract is for the purchase and installation of Department of the State (DSA) compliant relocatable buildings. The DISTRICT reserves the right to order any combination of items in the bid in any number as needed from the successful bidder(s). There is no implied guarantee to the bidder(s) that any items will be purchased under this bid. Award of the contract by the DISTRICT implies or guarantees no right of work to the bidder for projects involving the trades, scope, or materials included in this bid. (The DISTRICT may undertake work of a similar scope to this unit price bid under separate contracts issued via separate bids, quotations, etc. in accordance with public contract code criteria.) The specifications for the work, compiled by Centralia School District, are incorporated into this contract in their full text. This document is to be considered directive in nature to be accomplished by the successful bidder.

- (a) Description of the Work: The Work consists of any and all labor, materials, goods, supplies, equipment, tools, utilities, temporary facilities, transportation, delivery services, and other services and things of any nature whatsoever as are expressly and impliedly necessary to timely and satisfactorily deliver and install portable buildings ordered by the District or by other public agencies that piggyback on the Contract as permitted by the Contract and applicable law. Without limiting the foregoing, the Work consists of any and all work and services required to provide each structure with the components and options selected by the purchaser, with all building systems complete and functioning as intended, and with each electrical, water, and, as applicable, other utility, communication and alarm system completed to one or more points of connection at the exterior of the buildings. (Exterior connections to the stubs for the utility, communication and alarm systems at the exterior of the buildings shall be by others.) The Bid Form-2, Attachment A Work line items include the delivery and installation of each portable building. In addition the Bid Form-2, Attachment B Pricing Matrix included in the Bid Documents describes the components and options that must be available to purchasers. The Bidder must specify the individual prices for ALL such buildings, components and options in the Pricing Matrix, to complete Bid Form-2 in order to be a responsive Bidder.

2. Project Scope. The word project shall refer to each and every separate purchase order issued during the term of the contract for the purposes of calculating bonding requirements, schedules, payments due, retention, etc. However, a project or purchase order scope will not necessarily be limited to work at a single site. The District also has prepared written requirements for materials, equipment, construction systems, quality, workmanship, services and other things to

be furnished in connection with the work and the Project as listed in the Technical Specifications included in this Project Manual.

3. Project is a Public Work. Except as otherwise provided or permitted by law, the Project is a "public work" and "public project" within the meaning of various provisions of the Public Contract Code, Labor Code, Civil Code, and other applicable legal requirements. Therefore, to that extent the performance of the Work is subject to such requirements. The Contract Documents include various provisions relating to public works and public projects as provided by law, and each bidder must thoroughly review and become familiar with the Contract Documents. However, the Contract Documents do not include comprehensive statements of all requirements of law applicable to public works and public projects, and each bidder shall be deemed and construed to have acknowledged that fact by submitting a bid for the Work. In addition, by submitting a bid for the Work, each bidder shall be deemed and construed to represent and warrant that it is familiar and knowledgeable with respect to all requirements of law applicable to public works and public projects generally and to the Work specifically.

4. Contract Period. The District anticipates that its Governing Board will award a contract for this bid in October 2017. (This is subject to change at the sole discretion of the District.) The Contract Term is one (1) year after award of bid, and may be extended for additional one (1) year periods in accordance with provisions contained in the Education Code. The prices set forth on Bid Form 2 (the Schedule of Unit Costs), which the District shall pay the successful bidder, are to remain firm for the first year. Adjustments, if approved by the District, for subsequent years will not exceed the percentage change in the Consumer Price Index (CPI-U) for the Los Angeles-Anaheim-Riverside area for the year beginning August 2017 and ending August 2018, and for each subsequent one year period (on the August to August time period) if this contract is renewed. This data is available at www.bls.gov/regions/west/news-release/consumerpriceindex_losangeles.htm. The successful bidder is responsible for requesting all price increases in writing. (Price increases shall not be automatically made.) By submitting a bid, the successful bidder agrees that it is willing to provide such contract extensions under these terms if requested by the District, at District's sole discretion.

5. Contract Schedule. Work on each separate purchase order issued under this contract shall commence within one (1) calendar day of the date stated in the District's Notice to Proceed. Purchase orders may be issued anytime within the contract year to start work, but work does not necessarily have to be completed in the annual contract period.

(a) The schedule for each project initiated under this contract shall be negotiated between the District, and the successful bidder. However, a construction completion schedule for any one project may not exceed one-hundred sixty (160) consecutive calendar days (including installation and all punchlist items), unless Contractor is responding to a specific request for a longer schedule from the Owner. Due to DSA plan approval timelines, submittal processing and equipment ordering lead time, both parties may agree to a mobilization period prior to commencement of the contract schedule.

6. Basis of Award. The District intends to award one Contract to that responsible bidder who submits the lowest responsive bid, and whose bid, in the sole opinion of the District, best meets the Bid Specifications and requirements as outlined in the Project Documents. Bidder will be required to list prices for all bid items listed on Bid Form 2 including all attachments. Failure to fulfill this requirement may be cause for the District to reject the bid as non-responsive.

(a) The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bid or in the bidding process.

(b) As part of the bid submittal, the District is asking the bidder to submit a completed schedule of unit prices for various items that may or may not be included in various individual purchase orders initiated over the course of the contract. The method to determine the lowest bid will be to insert each bidder's unit prices into a sample project created by the District's Program Manager. A copy of the sample project quantity take offs will be supplied to all bidders who attend the public bid opening: after the bid submittal deadline, but before bids are opened.

(c) The District reserves the right to award a contract to the lowest bidder who can provide specified bonding, and otherwise fulfill the project requirements for each and every purchase order issued under this bid.

(d) The District will make purchases, at their discretion, from any combination of bid items. The District is not required to purchase any of the items listed, or any combination of items from any bidder.

(e) The Bids must be complete, with no "add-ons" permitted. The work under this Contract shall include all labor, materials, equipment, taxes, disposal fees, appliances, freight, and transportation necessary for complete installation. Include all City of Anaheim, Buena Park, La Palma, and State of California and other applicable permits and licenses. Do not include any amount for federal excise tax in any proposal or bid, as the District is exempt from payment of federal excise taxes.

7. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form 1 and Bid Form 2: Schedule of Unit Costs including all attachments, and shall be completed in full. All bid items and statements shall be properly and legibly filled out. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten. Unless expressly permitted by the Bid Documents, a bidder must not: (i) make any changes, additions or other modifications to the Bid Proposal Form or other documents to be submitted with the Bid Proposal Form; (ii) restate or recharacterize the Work in the bid; or (iii) make any alternative proposals not permitted by the Bid Documents. The District may reject as non-responsive any bid that does not strictly comply with the foregoing.

8. Form and Delivery of Bids. The bid must conform and be responsive to all Project Documents and shall be made on the Bid Forms provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the Centralia School District main office at: 6625 La Palma Avenue, Buena Park, CA 90620. All bids must be received on or before the bid deadline (Public Contract Code Section 20112.) The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the Project designation and the date and time for the opening of bids. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

9. Bid Security. Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in the amount of not less than one hundred thousand dollars, (\$100,000.00) payable to the DISTRICT and shall be given as a guarantee that the bidder, if awarded the contract, will execute the Agreement within seven (7) working days after notice of award of the contract, and will furnish prior to the execution of any qualifying purchase order, but no later than (5) five days after notification of award, on the prescribed forms, a satisfactory Faithful Performance Bond in an amount not less than one hundred percent (100%) of the total quotation price on each and every separate purchase order issued for a project which includes materials only, or materials and installation, or labor, and which exceeds the amount of twenty-five thousand dollars (\$25,000.00) in cost, and separate Payment (labor and material) Bond in an amount not less than one hundred percent (100%) of the total quotation price on each and every separate purchase order issued for projects which include material only, or materials and installation, or labor, and which exceed the amount of twenty-five thousand dollars (\$25,000.00) in cost, all prior to execution of the purchase order for a qualifying project. In accordance with the Project documents and Civil Code Section 3248, the successful Bidder shall furnish certificates and endorsements evidencing that the required insurance is in effect, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Tobacco Free WorkPlace Certification, Lead-Containing Materials Notice and Certification if applicable, all within five (5) working days of the notice of award of the contract or as otherwise requested in writing by the DISTRICT. It is understood and agreed that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. If the Bidder elects to furnish a bid bond as its Bid Security, the Bidder shall use the bid bond form included in the Project Documents.

(a) Note: Performance and Payment Bonds are included as an optional line item cost in the Unit Bid menu on Bid Form-2. They will only be required on projects where the District specifically chooses to include this coverage, and expressly includes the cost in any project purchase orders issued.

10. Signature. Any signature required on Project Documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Project for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

11. Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICT'S rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

12. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being nonresponsive.

13. Bid Protests. Any bidder that has duly submitted a bid for the Work may protest the process used to seek bids for the Work, and/or the intended award of the Contract for the Work only by filing a written protest with the District in accordance with the procedures set forth in this Section (a "Bid Protest"). The District will not accept or consider any oral Bid Protest (e.g., by telephone) or any Bid Protest sent via electronic transmission (e.g., e-mail). In order for a Bid Protest to be valid and be considered by the District, the Bid Protest:

- (a) Must be received by the District not later than 4:00 p.m. on the fourth business day following the opening of bids;
- (b) Must clearly identify the bidder that is filing the Bid Protest, together with the name, address and telephone number of the person representing the bidder for purposes of the Bid Protest;
- (c) Must clearly identify the specific bid, bidding process, or other matter that is the subject of the Bid Protest;
- (d) Must clearly identify the specific provisions of all documents relevant to the Bid Protest;
- (e) Must clearly identify and describe in detail the specific basis (or bases) for the Bid Protest and all facts relevant thereto;
- (f) Must clearly identify and describe in detail all arguments by the protesting bidder in support of the Bid Protest, including, without limitation, citations to applicable statutory requirements; and
- (g) Must be submitted with all documentation the protesting bidder desires to submit that is relevant to and supports the basis or bases underlying the Bid Protest.

If a Bid Protest does not comply with each and all of the foregoing requirements (provided that a protesting bidder will be deemed to have submitted all documentation that it desires in accordance with clause (vii) of the foregoing), the District will reject the Bid Protest as invalid. However, upon receipt of a valid Bid Protest, the District and/or its legal counsel will review the Bid Protest and provide a written response to the protesting bidder setting forth a recommendation for action by the Board of Education of the District ("Governing Board") in response to the Bid Protest. Action on a Bid Protest by the Governing Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

CAUTION: Compliance with the foregoing Bid Protest requirements is mandatory. Each bidder that desires to protest must file its own Bid Protest in accordance with the foregoing requirements, and no bidder may rely on a Bid Protest by another bidder as a means of satisfying such requirements. Compliance with the foregoing requirements is the sole and exclusive means of protesting a bid, the bidding process and/or the intended award of the Contract, and failure to so comply shall be deemed and construed as a waiver of any and all rights the bidder may have to pursue a claim, demand or action arising from any such matter.

14. Examination of Project Documents. At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the Project, and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rates of per diem wages and other relevant cost factors; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, as it may deem necessary for performance of the work at its bid price ; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Project . **Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.**

15. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

16. Agreement and Bonds. The Agreement which the successful bidder will be required to execute and the payment bond required in accordance with Civil Code Section 3247, are included in the Project Documents. The payment bond shall be in the amount not less than one hundred percent (100%) of the amount of the quotation price on each and every separate purchase order issued for projects which include materials only, or materials and installation or labor, and which exceeds the amount of twenty-five thousand (\$25,000.00) in cost, in accordance with Civil Code Section 3248. The successful bidder will also be required to furnish a separate faithful performance bond in the amount of one hundred percent (100%) of the price quotation on each and every separate purchase order for a project which includes materials and any installation, or labor, and which exceeds the amount of twenty-five thousand dollars (\$25,000.00) in cost, in the form included in the Project Documents all prior to execution of the purchase order for a particular project, which shall remain in full force and effect through the guarantee period as specified in the General Conditions. All bond premiums shall be at bidder's cost, as listed on Bid Form 2.

(a) Note: Performance and Payment Bonds are included as an optional line item cost in the Unit Bid menu on Bid Form-2. They will only be required on projects where the District specifically chooses to include this coverage, and expressly includes the cost in any project purchase orders issued.

17. Interpretation of Project Documents. If any bidder is in doubt as to the true meaning of any part of the Project Documents, or finds discrepancies in, or omissions from the Project Documents, a written request for an interpretation or correction submitted on the form provided in this manual, thereof must be submitted to the Program Manager, five (5) calendar days before the bid deadline (tentatively to be 5pm on Tuesday, September 26th.) Requests for Information (RFIs) shall be submitted via email to Cindy Leighton, Program Manager at cindy@schoolhausinc.com. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at DISTRICT's discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be emailed to each bidder attending the Mandatory Pre-Construction Conference, or known to have purchased a set of the Project Documents. No person is authorized to make any oral interpretation of any provision in the Project Documents, nor shall any oral interpretation of Project Documents be binding on the DISTRICT. If there are discrepancies of any kind in the Project Documents, the interpretation of the DISTRICT shall prevail. SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PROJECT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PROJECT DOCUMENTS; AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT's TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE DISTRICT's TIMELINES FOR COMPLETION OF THE PROJECT.

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

19. Award of Contract. The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the contract, if made by the DISTRICT, will be by action of the Governing Board and to the lowest responsive and responsible bidder. If two identical low bids are received from responsive and responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement within five (5) days and provide the required documents within five (5) working days after the notice of award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsive and responsible bidder or reject all bidders.

20. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Project. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Project.

The DISTRICT may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the DISTRICT. In this regard, the DISTRICT may conduct such investigations as the DISTRICT deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the DISTRICT's satisfaction within the prescribed time. The DISTRICT reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the DISTRICT.

21. Listing Subcontractors. Each bidder shall submit, on the form furnished with the Project Documents, a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.). If the bidder fails to specify a subcontractor for any portion of the work in excess of one half (1/2) of one percent (1%) of the bidder's total bid, the bidder agrees that he/she is fully qualified to perform that work and agrees to perform that portion of the work. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.

(a) Since this is a unit bid format, Bidders must list sub-contractors for all items included in the scope of all contract line items included on Bid Form-2. This includes listing third tier sub-contractors.

22. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. DISTRICT may request that such certificates and endorsements are completed on DISTRICT provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with DISTRICT prior to performing the work, the Workers' Compensation Certificate included as a part of the Project Documents. Labor Code Section 1861.

23. Contractor's License. Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code, and be licensed to perform the work called for in the Contract Documents. The successful bidder must possess a valid and active Class B License at the time of bid and throughout the duration of this Contract. Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the work called for in the Contract Documents. The following work on the Project, however, must be performed by the contractor or subcontractor(s) possessing the corresponding specialty license: flooring and floor covering (C15); HVAC (C20); painting and decorating (C33); and lathing and plastering (C35). Any subcontractor performing any of these trades shall be designated at the time of bid as required. If, at the time and date of the bid opening, bidder is not properly licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code and the Project Documents, such bid will be rejected as nonresponsive. (Public Contract Code Section 3300) Pursuant to Business and Professions Code Section 7028.15, no payment shall be made for work or materials under the contract unless and until the Registrar of Contractors verifies to the DISTRICT that the bidder was properly licensed at the time the bid was submitted.

Any bidder not so licensed is subject to penalties under the law and the contract will be considered void and DISTRICT shall have the right to bring an action against the unlicensed bidder awarded the contract for recovery of all compensation paid under the contract. (Business and Professions Code Section 7031(b)) If the license classification specified hereinafter is that of a "specialty contractor" as defined in Section 7058 of the Business and Professions Code, the specialty contractor awarded the contract for this work shall construct a majority of the work, in accordance with the provisions of Business and Professions Code Section 7059. The bidder may not use the contractor license of a third party for this bid.

- (a) Department of Industrial Relations (DIR) Registration: The bidder and all listed sub-contractors must be registered with the DIR in accordance with SB 854, and pursuant to Labor Code Section 1725.5. This project is subject to prevailing wage compliance monitoring and enforcement by the DIR.
- (b) Subcontractor Eligibility and Licensing: The Successful Bidder shall in no event permit a subcontractor to perform any of the Work if that subcontractor is ineligible to work on a public works or public project. Each subcontractor that the Successful Bidder intends shall perform any portion of the Work must be licensed in accordance with law by the Contractors State License Board prior to commencing its portion of the Work.

24. Anti-Discrimination. In connection with all work performed under this Project, there shall be no unlawful discrimination by the successful bidder or any of its sub-contractors or suppliers, against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the Project by such bidder.

25. Hold Harmless and Indemnification. The successful bidder awarded the contract will be required to indemnify and hold harmless the DISTRICT, its Governing Board, officers, agents, and employees as set forth in the Agreement.

26. Preference for Materials and Substitutions. Unless the Plans and Specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.

- (a) Request for Substitution. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Document. If bidder desires to offer a Substitution for a Specified Item, such Bidder must make a request in writing on the District's Substitution Request Form ("Request Form") included in these documents and submit the completed Request Form with the Bidder's bid.

The Request Form must be accompanied by evidence as to whether the proposed substitution:

- 1) Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria (CSI comparison chart);
- 2) Will entail no changes in detail, construction and scheduling of related work;
- 3) Will be acceptable in consideration of the required design and artistic effect;
- 4) Will provide no cost disadvantage to the District;
- 5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- 6) Will require no change in the Contract Time.

In completing the Request Form, Bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the District denies Bidder's request for substitution of a Specified Item. In the event that Bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested Substitution, the Bidder's bid shall be considered non-responsive and the District may award the Contract to the next lowest Bidder or in its sole discretion, release all bidders. In the event that Bidder has agreed in the Request Form to provide the Specified Item and the District denies Bidder's requested substitution for a Specified Item, Bidder shall execute the Agreement and provide the Specified Item without any additional cost or charge to the District, and if Bidder fails to execute the Agreement with the Specified Item(s), Bidder's bid bond will be forfeited.

After the bids are opened, all Bidders shall provide, within one (1) calendar day of opening such bids, any and all Drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the Bidder.

After the District's receipt of such evidence by Bidder, the District will make its final decision as to whether the bidder's request for Substitution for any Specified Items will be granted. The District shall have sole discretion in deciding as to whether a proposed request for Substitution is equal to or better than a Specified Item. Any request for Substitution which is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any Substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the Substitution. Any and all risks of delay due to DSA, or any other governmental agency having jurisdiction shall be on the Bidder.

27. Surety Qualifications for Bonds. Bidders shall ensure all surety companies have a minimum rating of "A-VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Only California admitted surety insurers will be acceptable for the issuance of bonds. (Code of Civil Procedure Section 995.311) DISTRICT shall verify the status of the surety by one of the following ways: (1) printing out information from the website of the California Department of Insurance confirming the surety is an admitted surety insurer and attaching it to the bond, or (2) obtaining a certificate from the county clerk for the county in

which the DISTRICT is located that confirms the surety is an admitted surety insurer and attaching it to the bond. Any admitted surety insurer who cannot satisfy the minimum rating specified above, but who satisfies the following requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds:

(a) There must be on file in the office of the county clerk, for the county in which the DISTRICT is located, an unrevoked appointment, power of attorney, bylaws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer authorizing the person who executed the bond to do so for and on behalf of the insurer within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT, and an original or certified copy of the document must be submitted to the DISTRICT.

(b) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner must be submitted to the DISTRICT within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT.

(c) A certificate from the clerk of the county that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, and in the event it has, whether renewed authority has been granted must be submitted to DISTRICT within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT.

(d) Copies of the insurer's most recent annual statement and quarterly statement filed with the California Department of Insurance must be submitted to the DISTRICT within ten (10) calendar days of the insurer's receipt of a request to submit the statements.

28. Liquidated Damages. All work must be completed within the time limits set forth in the Project Documents and described further under Item 5, Contract Schedule, of the Information for Bidders. It is agreed that damages for the failure to complete the Project described herein within the time limits required are impossible to ascertain. Should the work not be completed within the specified time for completion, the successful bidder awarded the contract shall be liable for liquidated damages, payable to the DISTRICT, in an amount of five-hundred Dollars (\$500.00) for each consecutive calendar day of delay in completion. Such damages shall be deducted from any payments due or to become due to the successful bidder. Government Code Section 53069.85, Civil Code Section 1671.

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

30. Noncollusion Affidavit. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a noncollusion affidavit properly notarized.

31. Escrow Agreement. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of the successful bidder awarded the contract, securities equivalent to the

amount withheld as retention shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the successful bidder. The DISTRICT retains the sole discretion to approve the bank selected by the successful bidder to serve as escrow agent. Upon satisfactory completion of the contract, the securities shall be returned to the successful bidder. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The successful bidder shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the successful bidder may request DISTRICT to make payment of earned retentions directly to the escrow agent at the expense of the successful bidder. Also at the successful bidder's expense, the successful bidder may direct investment of the payments into securities, and the successful bidder shall receive interest earned on such investment upon the same conditions as provided for securities deposited by successful bidder. Upon satisfactory completion of the contract, successful bidder shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

The successful bidder who elects to receive interest on monies withheld in retention by the DISTRICT shall, at the request of any subcontractor performing more than five percent (5%) of the successful bidder's total bid, make that option available to the subcontractor regarding any monies withheld in retention by the successful bidder from the subcontractor. If the successful bidder elects to receive interest on any monies withheld in retention by the DISTRICT, then the subcontractor shall receive the identical rate of interest received by the successful bidder on any retention monies withheld from the subcontractor by the successful bidder, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the successful bidder elects to substitute securities in lieu of retention, then, by mutual consent of the successful bidder and subcontractor, the subcontractor may substitute securities in exchange for the release of monies held in retention by the successful bidder. Public Contract Code Section 22300(d)(1).

The successful bidder wishing to utilize Public Contract Code Section 22300 and enter into an Escrow Agreement shall complete and execute the form Escrow Agreement included in the Project Documents and submit it to the DISTRICT.

32. Change Orders. All change order requests must be submitted in the forms set forth in the Project Documents and pursuant to Article 57 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 57 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Article 57 of the General Conditions will not be allowed.

33. Tobacco-Free Policy. The successful Bidder shall submit the certification form included in these documents. The successful bidder shall agree to enforce a tobacco-free work site. No smoking will be permitted on school property including in parking lots, even inside worker vehicles.

34. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

35. Lead. The successful Bidder shall submit the certification form included in these documents. Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the successful bidder shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization or renovation of any existing school facility.

36. Documents Required. The number of executed copies of the Agreement, the Faithful Performance Bond, and the Payment Bond required (when Bonds are included in the project scope and cost,) is four (4).

37. Temporary Facilities. None: The contractor's and inspector's field office shall be provided by others if required.

38. Payment/Retention. Payment may be made in proportion to the completion of the work on each and every individual purchase order issued under this Contract, on a schedule mutually agreed upon between the District and Contractor. The District will retain five percent (5%) of monies due on each and every purchase order issued under this contract, in excess of \$15,000.00. The District will file a Notice of Completion on projects in excess of \$15,000.00. The five percent (5%) retention on these projects will be processed only after thirty-five (35) days from the filing of the Notice of Completion, and acceptance of the project by the District.

39. Hazardous Chemical/MSDS Sheets. The Contractor shall have available, and shall furnish to the District upon request, Material Safety Data Sheets for all chemical products used in the performance of this Contract. All products used shall be free of known carcinogens and shall comply in all respects with the current Safety Code of the California Division of Industrial Safety, and all OSHA requirements. The Contractor's Certificate Regarding Non-Asbestos Containing Materials shall be completed and submitted by the successful bidder.

40. Bidder Investments in Iran. Subject to certain exceptions, the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) prohibits a party that engages in investment activities in Iran, as described in Public Contract Code Section 2202.5, from entering into any contract of \$1,000,000 or more for goods or services to be provided to a public entity. Each bidder must complete, execute and deliver to the District, with its bid, the "Iran Contracting Act Certification" form, which is included as one of the Required Bid Forms.

41. Piggybacking by Other Public Agencies. By submitting a bid for the Project, the Successful Bidder shall be deemed and construed to have acknowledged and agreed that, to the extent permitted by Public Contract Code Sections 20118 and 20652, and during the period in which the Contract is in effect (including, without limitation, any extensions thereto), the Successful Bidder shall allow other California public school districts and community college districts to lease and/or purchase the personal property and associated incidental services specified in the Contract ("Personal Property") on the same terms and conditions as set forth in the Contract. To the extent permitted by applicable laws, the Successful Bidder may allow public agencies to lease and/or purchase the

personal property and/or services specified in the Contract on the same or better terms and conditions as set forth in the Contract. To accommodate such "piggybacking" on the Contract by other public agencies and notwithstanding anything else in the Contract Documents: (i) the initial term of the Contract shall commence on the date the District awards the Contract to the Successful Bidder and shall expire on the first anniversary of such date (i.e. a one-year initial term); and (ii) the prices for the personal property and associated incidental services specified in the Contract shall remain in effect at all times during the term of the Contract. The District and the Successful Bidder may agree in writing to extend the term of the Contract in accordance with Education Code requirements.

- (a) Contracts with Other Agencies/Rights to Order: Other public school DISTRICTS, community college DISTRICTs, and public agencies throughout the State of California including, but not necessarily limited to the attached list (Attachment #1), may purchase identical items at the same unit price(s) subject to the same terms and conditions, pursuant to Sections 20118 and 20652 of the Public Contract Code. Centralia School District waives its right to require other DISTRICTs to draw their warrants in favor of the DISTRICT and authorizes each DISTRICT/agency to make payments directly to the successful bidder.
- (b) Centralia School District shall in no way be liable for the use of, or the validity of this contract for piggy-backing purposes by other agencies. Agencies shall review their project scope with their own legal counsel to determine the validity/appropriateness of this contracting method prior to entering into a contract with the awarded contractor/vendor.

42. DVBE Participation Requirements. In accordance with Education Code Section 17076.11, the Centralia School District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated and expended each year by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Note that the enclosed form may be used for this initial statement. Prior to, and as a condition precedent for final payment under any contract which may utilize State Funding, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

Information for Bidders, Attachment #1

The following list includes but does not limit the entities which are able to participate in this contract as per conditions set forth in the State of California Contract Code:

California School Districts (alphabetical)

ABC Unified School District
Acalanes Union High School District
Ackerman Charter School District
Acton-Agua Dulce Unified School District
Adelanto School District
Alameda Unified School District
Alameda County Office of Education
Albany Unified School District
Alexander Valley Union School District
Alhambra Unified School District
Alisal Union School District
Allensworth Elementary School District
Alpaugh Unified School District
Alpine County Office of Education
Alpine County Unified School District
Alpine Union School District
Alta Loma School District
Alta Vista Elementary School District
Alta-Dutch Flat School District
Alum Rock Union School District
Alview-Dairyland Union School District
Alvina Elementary School District
Alvord Unified School District
Amador County Office of Education
Amador County Unified School District
American Union School District
Anaheim City School District
Anaheim Union High School District
Anderson Union High School District
Anderson Valley Unified School District
Antelope School District
Antelope Valley Union High School District
Antioch Unified School District
Apple Valley Unified School District
Arcadia Unified School District
Arcata School District
Arcohe Union School District
Arena Union Elementary School District
Armona Union Elementary School District
Aromas-San Juan Unified School District
Arvin Union School District
Atascadero Unified School District
Atwater Elementary School District
Auburn Union School District
Azusa Unified School District
Baker Valley Unified School District
Bakersfield City School District
Baldwin Park Unified School District
Ballard Elementary School District
Ballico-Cressey Elementary School District
Bangor Union Elementary School District
Banning Unified School District Banta
Elementary School District Barstow Unified
School District Bass Lake Joint Union
Elementary School District
Bassett Unified School District
Bayshore Elementary School District
Bear Valley Unified School District
Beardsley School District
Beaumont Unified School District

Bella Vista Elementary School District
Bellevue Elementary School District
Bellevue Union Elementary School District
Bellflower Unified School District
Belmont-Redwood Shores School District
Belridge School District
Bend School District
Benicia Unified School District
Bennett Valley Union School District
Berkeley Unified School District
Berryessa Union School District
Beverly Hills Unified School District
Big Creek Elementary School District
Big Lagoon School District
Big Oak Flat-Groveland Unified School District
Big Pine Unified School District
Big Springs Union Elementary School District
Big Valley Joint Unified School District
Biggs Unified School District
Bishop Joint Union High School District
Bishop Union Elementary School District
Bitterwater-Tully Union School District
Black Butte Union Elementary School District
Black Oak Mine Unified School District
Blake School District
Blochman Union School District
Blue Lake Union School District
Bogus Elementary School District
Bollinas-Stinson Union School District
Bonita Unified School District
Bonny Doon Union Elementary School District
Bonsall Union School District
Borrego Springs Unified School District
Bradley Union School District
Brawley Elementary School District
Brawley Union High School District
Brea Olinda Unified School District
Brentwood Union School District
Bret Harte Union High School District
Bridgeville Elementary School District
Briggs School District
Brisbane School District
Brittan School District
Browns Elementary School District
Buckeye Union School District
Buellton Union School District
Buena Park School District
Buena Vista School District
Burbank Unified School District
Burlingame School District
Burnt Ranch School District
Burrell Union Elementary School District
Burton School District
Butte County Office of Education
Butte Valley Unified School District
Butteville Union Elementary School District
Buttonwillow Union School District
Byron Union School District
Cabrillo Unified School District
Cajon Valley Union School District
Calaveras County Office of Education
Calaveras Unified School District
Calexico Unified School District
Caliente Union School District
Calipatria Unified School District
Calistoga Joint Unified School District
Cambrian School District
Camino Union School District
Campbell Union School District
Campbell Union High School District

Information for Bidders, Attachment #1

Camptonville School District
Canyon School District
Capay Elementary School District
Capistrano Unified School District
Cardiff Elementary School District
Carlsbad Unified School District
Cannel Unified School District
Carpinteria Unified School District
Caruthers Unified School District
Cascade Union Elementary School District
Casmalia School District
Castaic Union School District
Castle Rock Union Elementary School District
Castro Valley Unified School District
Cayucos Elementary School District
Center Joint Unified School District
Centinela Valley Union High School District
Central School District
Central Unified School District
Central Union School District
Central Union High School District
Centralia School District
Ceres Unified School District
Chaffey Joint Union High School District
Charter Oak Unified School District
Chatom Union School District
Chawanakee Unified School District
Chicago Park School District
Chico Unified School District
Chinese Camp Elementary School District
Chino Valley Unified School District
Chowchilla School District
Chowchilla Union High School District
Chualar Union School District
Chula Vista Elementary School District
Cienega Union School District
Cinnabar School District
Citrus South Tule Elementary School District
Claremont Unified School District
Clay Joint Elementary School District
Clear Creek School District
Cloverdale Unified School District
Clovis Unified School District
Coachella Valley Unified School District
Coalinga-Huron Joint Unified School District
Coast Unified School District
Coffee Creek Elementary School District
Cold Spring School District
Colfax Elementary School District
College School District
Colton Joint Unified School District
Columbia School District
Columbia Union School District
Columbine Elementary School District
Colusa County Office of Education
Colusa Unified School District
Compton Unified School District
Conejo Valley Unified School District
Contra Costa County Office of Education
Corcoran Joint Unified School District
Corning Union Elementary School District
Corning Union High School District
Corona-Norco Unified School District
Coronado Unified School District
Cotati-Rohnert Park Unified School District
Cottonwood Union School District
Covina-Valley Unified School District
Cox Bar Elementary School District
Cucamonga School District
Cuddeback Union School District
Culver City Unified School District
Cupertino Union School District
Curtis Creek School District
Cutler-Orosi Joint Unified School District
Cutton Elementary School District
Cuyama Joint Unified School District
Cypress School District
Davis Joint Unified School District
Death Valley Unified School District
Dehesa School District
Del Mar Union School District
Del Norte County Office of Education
Del Norte County Unified School District
Del Paso Heights School District
Delano Joint Union High School District
Delano Union School District
Delhi Unified School District
Delphic Elementary School District
Delta View Joint Union School District
Denair Unified School District
Desert Center Unified School District
Desert Sands Unified School District
Di Giorgio School District
Dinuba Unified School District
Dixie School District
Dixon Unified School District
Dos Palos-Oro Loma Joint Unified School District
Douglas City School District
Downey Unified School District
Dry Creek Joint Elementary School District
Duarte Unified School District
Dublin Unified School District
Ducor Union Elementary School District
Dunham Elementary School District
Dunsmuir Elementary School District
Dunsmuir Joint Union High School District
Durham Unified School District
Earlimart School District
East Nicolaus Joint Union High School District
East Side Union High School District
East Whittier City School District
Eastern Sierra Unified School District
Eastside Union School District
Edison School District
El Centro Elementary School District
El Dorado County Office of Education
El Dorado Union High School District
El Monte City School District
El Monte Union High School District
El Nido Elementary School District
El Rancho Unified School District
El Segundo Unified School District
El Tejon Unified School District
Elk Grove Unified School District
Elk Hills School District
Elkins School District
Elverta Joint Elementary School District
Emery Unified School District
Empire Union School District
Encinitas Union School District
Enterprise Elementary School District
Escalon Unified School District
Escondido Union School District
Escondido Union High School District
Esparto Unified School District
Etwanda School District
Eureka City Schools District
Eureka Union School District
Evergreen Elementary School District
Evergreen Union School District

Information for Bidders, Attachment #1

Exeter Union School District
Exeter Union High School District
Fairfax school district
Fairfield-Suisun Unified School District
Fall River Joint Unified School District
Fallbrook Union Elementary School District
Fallbrook Union High School District
Farmersville Unified School District
Feather Falls Union Elementary School District
Ferndale Unified School District
Fieldbrook Elementary School District
Fillmore Unified School District
Firebaugh-Las Deltas Joint Unified School District
Flournoy Union School District
Folsom-Cordova Unified School District
Fontana Unified School District Foresthill
Union School District Forestville Union
Elementary School District
Forks of Salmon Elementary School District
Fort Bragg Unified School District
Fort Ross Elementary School District
Fort Sage Unified School District
Fortuna Union Elementary School District
Fortuna Union High School District
Fountain Valley School District
Fowler Unified School District
Franklin Elementary School District
Franklin-McKinley School District
Fremont Unified School District
Fremont Union High School District
French Gulch-Whiskeytown Union Elementary District
Freshwater School District
Fresno County Office of Education
Fresno Unified School District
Fruitvale School District
Fullerton School District
Fullerton Joint Union High School District
Galt Joint Union Elementary School District
Galt Joint Union High School District
Garden Grove Unified School District
Garfield School District
Garvey School District
Gateway Unified School District
Gazelle Union Elementary School District
General Shafter School District
Gerber Union Elementary School District
Geyserville Unified School District
Gilroy Unified School District
Glendale Unified School District
Glendora Unified School District
Glenn County Office of Education
Gold Oak Union Elementary School District
Gold Trail Union School District
Golden Feather Union Elementary School District
Golden Plains Unified School District
Golden Valley Unified School District
Goleta Union School District
Gonzales Unified School District
Gorman School District
Grant Elementary School District
Grant Joint Union High School District
Grass Valley School District
Gratton School District
Gravenstein Union School District
Graves Elementary School District
Green Point School District
Greenfield Union School District
Grenada Elementary School District
Gridley Unified School District
Grossmont Union High School District
Guadalupe Union School District
Guerneville School District
Gustine Unified School District
Hacienda La Puente Unified School District
Hamilton Union Elementary School District
Hamilton Union High School District
Hanford Elementary School District
Hanford Joint Union High School District
Happy Camp Union Elementary School District
Happy Valley School District
Happy Valley Union Elementary School District
Harmony Union School District
Hart-Ransom Union School District
Hawthorne School District
Hayward Unified School District
Healdsburg Unified School District
Heber Elementary School District
Helendale School District
Hemet Unified School District
Hermosa Beach City Elementary School District
Hesperia Unified School District
Hickman Community Charter School District
Hillsborough City School District
Hilmar Unified School District
Hollister Elementary School District
Holtville Unified School District
Hope Elementary School District
Horicon School District
Hornbrook Elementary School District Hot
Springs Elementary School District Howell
Mountain Elementary School District
Hueneme School District
Hughes-Elizabeth Lakes Union Elementary School District
Hughson Unified School District
Humboldt County Office of Education
Huntington Beach City School District
Huntington Beach Union High School District
Hydesville Elementary School District
Igo, Ono, Platina Union Elementary School District
Imperial County Office of Education
Imperial Unified School District
Indian Diggings School District
Indian Springs Elementary School District
Inglewood Unified School District
Inyo County Office of Education
Irvine Unified School District
Island Union Elementary School District
Jacoby Creek Charter School District
Jamestown Elementary School District
Jamul-Dulzura Union School District
Janesville Union Elementary School District
Jefferson Elementary School District
Jefferson Union High School District
John Swett Unified School District
Johnstonville Elementary School District
Julian Union School District
Julian Union High School District
Junction City Elementary School District
Junction Elementary School District
Jurupa Unified School District
Kashia Elementary School District
Kelseyville Unified School District
Kentfield School District
Kenwood School District
Keppel Union School District
Kerman Unified School District
Kern County Office of Education
Kern High School District
Kernville Union School District
Keyes Union School District

Information for Bidders, Attachment #1

King City Joint Union High School District
King City Union School District
Kings Canyon Unified School District
Kings County Office of Education
Kings River Union School District
Kings River-Hardwick School District
Kingsburg Elementary Charter School District
Kingsburg Joint Union High School District
Kirkwood School District
Kit Carson Union School District
Klamath River Union Elementary School District
Klamath-Trinity Joint Unified School District
Kneeland Elementary School District
Knights Ferry Elementary School District
Knightsen School District
Konociti Unified School District
La Canada Unified School District
La Grange School District
La Habra City School District
La Honda-Pescadero Unified School District
La Mesa-Spring Valley School District
Lafayette School District
Laguna Beach Unified School District
Laguna Joint School District
Lagunita Elementary School District
Lagunitas School District
Lake County Office of Education
Lake Elementary School District
Lake Elsinore Unified School District
Lake Tahoe Unified School District
Lakeport Unified School District
Lakeside Joint School District
Lakeside Union Elementary School District
Lakeside Union School District
Lammersville Elementary School District
Lamont School District
Lancaster School District
Larkspur School District
Las Lomitas Elementary School District
Las Virgenes Unified School District
Lassen County Office of Education
Lassen Union High School District
Lassen View Union Elementary School District
Laton Unified School District
Latrobe School District
Lawndale Elementary School District
Laytonville Unified School District
Le Grand Union Elementary School District
Le Grand Union High School District
Leggett Valley Unified School District
Lemon Grove School District
Lemoore Union Elementary School District
Lemoore Union High School District
Lennox School District
Lewiston Elementary School District
Liberty School District
Liberty Union High School District
Lincoln School District
Lincoln Unified School District
Linden Unified School District
Lindsay Unified School District
Linns Valley-Poso Flat Union School District
Little Lake City School District
Little Shasta Elementary School District
Live Oak School District
Live Oak Unified School District
Livermore Valley Joint Unified School District
Livingston Union School District
Lodi Unified School District
Loleta Union School District Loma Prieta Joint
Union Elementary School District Lompoc Unified
School District

Lone Pine Unified School District
Long Beach Unified School District
Loomis Union School District
Chawanakee Unified School District
Los Alamos School District
Los Altos School District
Los Angeles County Office of Education
Los Angeles Unified School District
Los Banos Unified School District
Los Gatos Union School District
Los Gatos-Saratoga Union High School District
Los Molinos Unified School District
Los Nietos School District
Los Olivos School District
Lost Hills Union Elementary School District
Lowell Joint School District
Lucerne Elementary School District
Lucerne Valley Unified School District
Lucia Mar Unified School District
Luther Burbank School District
Lynwood Unified School District
Madera County Office of Education
Madera Unified School District
Magnolia School District
Magnolia Union Elementary School District
Mammoth Unified School District
Manchester Union Elementary School District
Manhattan Beach Unified School District
Manteca Unified School District
Manton Joint Unified School District
Manzanita Elementary School District
Maple Creek Elementary School District
Maple Elementary School District
Marcum-Illinois Union Elementary School District
Maricopa Unified School District
Marin County Office of Education
Mariposa County Office of Education
Mariposa County Unified School District
Mark Twain Union Elementary School District
Mark West Union School District
Martinez Unified School District
Marysville Joint Unified School District
Mattole Unified School District
Maxwell Unified School District
McCabe Union School District
McCloud Union Elementary School District
McFarland Unified School District
McKinleyville Union School District
McKittrick School District
McSwain Union Elementary School District
Meadows Union Elementary School District
Mendocino County Office of Education
Mendocino Unified School District
Mendota Unified School District
Menifee Union School District
Menlo Park City Elementary School District
Merced City School District
Merced County Office of Education
Merced River Elementary School District
Merced Union High School District
Meridian Elementary School District
Mesa Union School District
Middletown Unified School District
Midway School District
Mill Valley School District
Millbrae School District
Millville Elementary School District
Milpitas Unified School District

Information for Bidders, Attachment #1

Mineral School District
Mission Union School District
Modesto City Schools
Modoc County Office of Education
Modoc Joint Unified School District
Mojave Unified School District
Mono County Office of Education
Monroe Elementary School District
Monrovia Unified School District
Monson-Sultana Joint Union Elementary School District
Montague Elementary School District
Monte Rio Union Elementary School District
Montebello School District
Montebello Unified School District
Montecito Union Elementary School District
Monterey County Office of Education
Monterey Peninsula Unified School District
Montgomery Elementary School District
Moorpark Unified School District
Moraga School District
Moreland School District
Moreno Valley Unified School District
Morgan Hill Unified School District
Morongo Unified School District
Mother Lode Union School District
Mt Baldy School District
Mount Diablo Unified School District
Mount Pleasant Elementary School District
Mount Shasta Union School District
Mountain Elementary School District
Mountain Empire Unified School District
Mountain House School District
Mountain Union School District
Mountain Valley Unified School District
Mountain View School District
Mountain View-Whisman School District
Mountain View-Los Altos Union High School District
Mulberry Elementary School District
Mupu School District
Muroc Joint Unified School District
Murrieta Valley Unified School District
Napa County Office of Education
Napa Valley Unified School District
National Elementary School District
Natomas Unified School District
Needles Unified School District
Nevada City School District
Nevada County Office of Education
Nevada Joint Union High School District
New Haven Unified School District
New Hope Elementary School District
New Jerusalem School District
Newark Unified School District
Newcastle Elementary School District
Newhall School District
Newman-Crows Landing Unified School District
Newport-Mesa Unified School District
Nicasio School District
Norris School District
North County Joint Union School District
North Cow Creek School District
North Monterey County Unified School District
North Sacramento Elementary School District
Northern Humboldt Union High School District
Norwalk LaMirada Unified School District
Novato Unified School District
Nuestro Elementary School District
Nuview Union School District
Oak Grove School District
Oak Grove Union School District Oak Park Unified School District
Oak Run Elementary School District
Oak Valley Union Elementary School District
Oak View Union Elementary School District
Oakdale Joint Unified School District
Oakland Unified School District
Oakley Union Elementary School District
Ocean View School District (Elementary)
Ocean View School District
Oceanside Unified School District
Ojai Unified School District
Old Adobe Union School District
Ontario-Montclair School District
Ophir Elementary School District
Orange Center School District
Orange County Department of Education School District
Orange Unified School District
Orchard School District
Orcutt Union School District
Orick Elementary School District
Orinda Union Elementary School District
Orland Unified School District
Oro Grande School District
Oroville City Elementary School District
Oroville Union High School District
Outside Creek Elementary School District
Owens Valley Unified School District
Oxnard School District
Oxnard Union High School District
Pacheco Union School District
Pacific School District
Pacific Grove Unified School District
Pacific Unified School District
Pacific Union School District
Pacifica School District
Pajaro Valley Unified School District
Palermo Union School District
Palm Springs Unified School District
Palmdale School District
Palo Alto Unified School District
Palo Verde Unified School District
Palo Verde Union Elementary School District
Palos Verdes Peninsula Unified School District
Panama-Buena Vista Union School District
Panoche School District
Paradise Elementary School District
Paradise Unified School District
Paramount Unified School District
Parlier Unified School District
Pasadena Unified School District
Paso Robles Joint Unified School District
Patterson Joint Unified School District
Peninsula Union School District
Perris Elementary School District
Perris Union High School District
Petaluma City Elementary School District
Petaluma Joint Union High School District
Piedmont Unified School District
Pierce Joint Unified School District
Pine Ridge Elementary School District
Piner-Olivet Union Elementary School District
Pioneer Union Elementary School District (Hanford)
Pioneer Union Elementary School District
Pioneer Union Elementary School District
Pittsburg Unified School District
Pixley Union Elementary School District
Placentia-Yorba Linda Unified School District
Placer County Office of Education
Placer Hills Union Elementary School District
Placer Union High School District

Information for Bidders, Attachment #1

Placerville Union Elementary School District
Plainsburg Union Elementary School District
Planada Elementary School District
Plaza Elementary School District
Pleasant Grove Joint Union School District
Pleasant Ridge Union School District
Pleasant Valley Elementary School District
Pleasant Valley Joint Union Elementary School District
Pleasant Valley School District (California)
Pleasant View Elementary School District
Pleasanton Unified School District
Plum Valley Elementary School District
Plumas County Office of Education
Plumas Lake Elementary School District
Plumas Unified School District
Point Arena Joint Union High School District
Pollock Pines Elementary School District
Pomona Unified School District
Pond Union Elementary School District
Pope Valley Union Elementary School District
Porterville Unified School District
Portola Valley Elementary School District
Potter Valley Community Unified School District
Poway Unified School District
Princeton Joint Unified School District
Raisin City Elementary School District
Ramona City Unified School District
Rancho Santa Fe Elementary School District
Ravendale-Termo Elementary School District
Ravenswood City Elementary School District
Raymond-Knowles Union Elementary School District
Ready Springs Union School District
Red Bluff Joint Union High School District
Red Bluff Union Elementary School District
Redding Elementary School District
Redlands Unified School District
Redondo Beach Unified School District
Redwood City Elementary School District
Reed Union Elementary School District
Reeds Creek Elementary School District
Reef-Sunset Unified School District
Rescue Union Elementary School District
Rialto Unified School District
Richfield Elementary School District
Richgrove Elementary School District
Richland Union Elementary School District
Richmond Elementary School District
Rim Of The World Unified School District
Rincon Valley Union Elementary School District
Rio Bravo-Greeley Union Elementary School District
Rio Dell Elementary School District
Rio Elementary School District
Rio Linda Union Elementary School District
Ripon Unified School District
River Delta Joint Unified School District
Riverbank Unified School District
Riverdale Joint Unified School District
Riverside County Office of Education
Riverside Unified School District
Roberts Ferry Union Elementary School District
Robla Elementary School District
Rockford Elementary School District
Rocklin Unified School District
Rohnerville School District
Romoland Elementary School District
Rosedale Union Elementary School District
Roseland Elementary School District
Rosemead Elementary School District
Roseville City Elementary School District
Roseville Joint Union High School District
Ross Elementary School District
Ross Valley Elementary School District
Round Valley Joint Elementary School District
Round Valley Unified School District (California)
Rowland Unified School District
Sacramento City Unified School District
Sacramento County Office of Education
Saddleback Valley Unified School District
Salida Union Elementary School District
Salinas City Elementary School District
Salinas Union High School District
San Antonio Union School District
San Ardo Union Elementary School District
San Benito County Office of Education
San Benito High School District
San Bernardino City Unified School District
San Bernardino County Office of Education
San Bruno Park Elementary School District
San Carlos Elementary School District
San Diego Community College
San Diego County Office of Education
San Diego Unified School District
San Dieguito Union High School District
San Francisco County Office of Education
San Francisco Unified School District
San Gabriel Unified School District
San Jacinto Unified School District
San Joaquin County Office of Education
San Jose Unified School District
San Juan Unified School District
San Leandro Unified School District
San Lorenzo Unified School District
San Lorenzo Valley Unified School District
San Lucas Union School District
San Luis Coastal Unified School District
San Luis Obispo County Office of Education
San Marcos Unified School District
San Marino Unified School District
San Mateo County Office of Education
San Mateo Union High School District
San Mateo-Foster City Elementary School District
San Miguel Joint Union School District
San Pasqual Union Elementary School District
San Pasqual Valley Unified School District
San Rafael City Elementary School District
San Rafael City High School District
San Ramon Valley Unified School District
San Ysidro Elementary School District
Sanger Unified School District
Santa Ana Unified School District
Santa Barbara County Office of Education
Santa Barbara Elementary School District
Santa Barbara High School District
Santa Clara County Office of Education
Santa Clara Elementary School District
Santa Clara Unified School District
Santa Cruz City Elementary School District
Santa Cruz City High School District
Santa Cruz County Office of Education
Santa Maria Joint Union High School District
Santa Maria-Bonita Elementary School District
Santa Monica-Malibu Unified School District
Santa Paula Elementary School District
Santa Paula Union High School District
Santa Rita Union School District
Santa Rosa Elementary School District
Santa Rosa High School District
Santa Ynez Valley Union High School District
Santee School District
Saratoga Union Elementary School District

Information for Bidders, Attachment #1

Sausalito Elementary School District
Saugus Union School District
Sausalito Marin City School District
Savanna School District
Scotia Union School District
Scott Valley Unified School District
Scotts Valley Unified School District
Sebastopol Union Elementary School District
Seeley Union Elementary School District
Seiad Elementary School District
Selma Unified School District
Semitropic Elementary School District
Sequoia Union Elementary School District
Sequoia Union High School District
Shaffer Union Elementary School District
Shandon Joint Unified School District
Shasta County Office of Education
Shasta Union Elementary School District
Shasta Union High School District
Shiloh Elementary School District
Shoreline Unified School District
Sierra County Office of Education
Sierra Sands Unified School District
Sierra Unified School District
Sierra-Plumas Joint Unified School District
Silver Fork Elementary School District
Silver Valley Unified School District
Simi Valley Unified School District
Siskiyou County Office of Education
Siskiyou Union High School District
Snelling-Merced Falls Union Elementary School District
Snowline Joint Unified School District
Solana Beach Elementary School District
Solano County Office of Education
Soledad Unified School District
Solvang Elementary School District
Somis Union School District
Sonoma County Office of Education
Sonoma Valley Unified School District
Sonora Elementary School District
Sonora Union High School District
Soquel Union Elementary School District
Soulsbyville Elementary School District
South Bay Union School District
South Fork Union Elementary School District
South Pasadena Unified School District
South San Francisco Unified School District
South Whittier Elementary School District
Southern Humboldt Unified School District
Southern Kern Unified School District
Southern Trinity Joint Unified School District
Southside School District
Spencer Valley Elementary School District
Spreckels Union School District
Springville Union Elementary School District
St. Helena Unified School District
Standard Elementary School District
Stanislaus County Office of Education
Stanislaus Union Elementary School District
Stockton Unified School District
Stone Corral Elementary School District
Stony Creek Joint Unified School District
Strathmore Union Elementary School District
Sulphur Springs School District
Summerville Elementary School District
Summerville Union High School District
Sundale Union Elementary School District
Sunnyside Union Elementary School District
Sunnyvale School District
Sunol Glen Unified School District
Surprise Valley Joint Unified School District
Susanville Elementary School District Sutter County
Office of Education Sutter Union High School District
Sweetwater Union High School District
Sylvan Union Elementary School District
Taft City School District
Taft Union High School District Tahoe-
Truckee Joint Unified School District
Tamalpais Union High School District
Tehachapi Unified School District
Tehama County Office of Education
Temecula Valley Unified School District
Temple City Unified School District
Templeton Unified School District
Terra Bella Union School District
Thermalito Union Elementary School District
Three Rivers Union Elementary School District
Tipton Elementary School District
Torrance Unified School District
Tracy Joint Unified School District
Traver Joint Elementary School District
Travis Unified School District
Tres Pinos Union Elementary School District
Trinidad Union School District
Trinity Center Elementary School District
Trinity County Office of Education
Trinity Union High School District
Trona Joint Unified School District
Tulare City School District
Tulare County Office of Education
Tulare Joint Union High School District
Tulelake Basin Joint Unified School District
Tuolumne County Superintendent of Schools School District
Turlock Unified School District
Tustin Unified School District
Twain Harte-Long Barn Union Elementary School District
Twin Hills Union Elementary School District
Twin Ridges Elementary School District
Two Rock Union School District
Ukiah Unified School District
Union School District
Union Hill School District
Union Joint Elementary School District
Upland Unified School District
Upper Lake Union Elementary School District
Upper Lake Union High School District
Vacaville Unified School District
Val Verde Unified School District
Valle Lindo Elementary School District
Vallecito Union School District
Vallecitos Elementary School District
Vallejo City Unified School District
Valley Center-Pauma Unified School District
Valley Home Joint Elementary School District
Ventura County Office of Education
Ventura Unified School District
Victor Elementary School District
Victor Valley Union High School District
Vineland Elementary School District
Visalia Unified School District
Vista Del Mar Union School District
Vista Unified School District
Walnut Creek Elementary School District
Walnut Valley Unified School District
Warner Unified School District
Wasco Union Elementary School District
Wasco Union High School District
Washington Colony Elementary School District
Washington Unified School District

Information for Bidders, Attachment #1

Washington Union School District
Washington Union High School District
Waterford Unified School District
Waugh School District
Waukena Joint Union Elementary School District
Weaver Union School District
Weaverville Elementary School District
Weed Union Elementary School District
West Contra Costa Unified School District
West Covina Unified School District
West Fresno Elementary School District
West Park Elementary School District
West Side Union Elementary School District
West Sonoma County Union High School District
Western Placer Unified School District
Westminster Elementary School District
Westmorland Union Elementary School District
Westside Elementary School District
Westside Union School District
Westwood Unified School District
Wheatland Elementary School District
Wheatland Union High School District
Whitmore Union Elementary School District
Whittier City Elementary School District
Whittier Union High School District
William S. Hart Union High School District
Williams Unified School District
Willits Unified School District
Willow Creek Elementary School District
Willow Grove Union School District
Willows Unified School District
Wilmar Union Elementary School District
Wilsona Elementary School District
Windsor Unified School District
Winship-Robbins School District
Winters Joint Unified School District
Winton School District
Wiseburn Elementary School District
Woodlake Union Elementary School District
Woodlake Union High School District
Woodland Joint Unified School District
Woodside Elementary School District
Woodville Union Elementary School District
Wright Elementary School District
Yolo County Office of Education
Yosemite Unified School District
Yreka Union School District
Yreka Union High School District
Yuba City Unified School District
Yuba County Office of Education Yucaipa-
Calimesa Joint Unified School District

Community Colleges

Allan Hancock College
American Academy of Dramatic Arts
Antelope Valley College
Barstow Community College
Brooks College (closed 2008)
Butte College
Cabrillo College
Cerritos College
Chabot College
Las Positas College
Chaffey College
Citrus College
City College of San Francisco
Coastline Community College
Golden West College
Orange Coast College

College of Marin
College of the Canyons
College of the Desert
College of the Redwoods
College of the Sequoias
College of the Siskiyous
Contra Costa College
Diablo Valley College
Los Medanos College
Copper Mountain College
Cuesta College
Deep Springs College
Defense Language Institute
El Camino College
Fashion Institute of Design & Merchandising
Feather River College
De Anza College
Foothill College
Gavilan College
Glendale Community College
Cuyamaca College
Grossmont College
Hartnell College
Heald College
Imperial Valley College
Bakersfield College
Cerro Coso Community College
Porterville College
Lake Tahoe Community College
Lassen College
Long Beach City College
East Los Angeles College
Los Angeles City College
Los Angeles Harbor College
Los Angeles Mission College
Los Angeles Pierce College
Los Angeles Southwest College
Los Angeles Trade-Technical College
Los Angeles Valley College
West Los Angeles College
Los Angeles County College of Nursing & Allied Health
American River College
Cosumnes River College
Folsom Lake College
Sacramento City College
Marymount College
Mendocino College
Merced College
MiraCosta College
Monterey Peninsula College
Mount San Antonio College
Mount San Jacinto College
MTI College of Business & Technology
Napa Valley College
National Polytechnic College of Science
Cypress College
Fullerton College
Ohlone College
Palo Verde College
Palomar College
Pasadena City College
Berkeley City College
College of Alameda
Laney College
Merritt College
Santa Ana College
Santiago Canyon College
Rio Hondo College
Riverside City College
Moreno Valley College

Information for Bidders, Attachment #1

Norco Campus
Crafton Hills College
San Bernardino Valley College
San Diego City College
San Diego Mesa College
San Diego Miramar College
San Joaquin Delta College
San Joaquin Valley College
Evergreen Valley College
San Jose City College
Canada College College of San Mateo
Skyline College
Santa Barbara City College
Santa Monica College
Santa Rosa Junior College
Shasta College Sierra College Solano Community College
Irvine Valley College
Saddleback College
Southwestern College
Fresno City College Reedley College Taft College
Moorpark College Oxnard College Ventura College Victor Valley College
West Hills Community College
Mission College West Valley College
Western Career College
Columbia College Modesto Junior College
Clear Lake Campus
Woodland Community College
Yuba College

California State Universities

California State University Bakersfield
California State University Channel Islands
California State University Chico
California State University Dominguez Hills
California State University East Bay
California State University Fresno
California State University Fullerton
Humboldt State University
California State University Long Beach
California State University Los Angeles
California Maritime Academy
California State University Monterey Bay
California State University Northridge
California State Polytechnic University, Pomona
California State University Sacramento
California State University San Bernardino
San Diego State University
San Francisco State University
San Jose State University
California Polytechnic State University, San Luis Obispo
California State University San Marcos
Sonoma State University
California State University Stanislaus

California UC Campuses

Berkeley
Davis
Irvine
Los Angeles
Merced
Riverside
San Diego
San Francisco
Santa Barbara
Santa Cruz

FAITHFUL PERFORMANCE BOND – Bond # _____

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Centralia School District of Orange County, California (hereinafter referred to as "DISTRICT"), awarded to _____ (hereinafter referred to as the "Contractor/Principal") the contract for the work described as 2017 District-Wide Contract for the Purchase and Installation of DSA Approved Portable Buildings, Project No. CEPU, #N15-2017/18.

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Surety, a California admitted surety insurer are held and firmly bound to the DISTRICT for \$ _____ which equals one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract for each and every purchase order over the amount of twenty-five thousand dollars (\$25,000.00) when the cost of the bond is specifically included in the scope and cost of the project on the line item included on the Bid Form-2 Quotation, executed against this unit price agreement, awarded by the DISTRICT to the Contractor/Principal, lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year(s) after the acceptance of the work by DISTRICT, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of one (1) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the DISTRICT to be, in default under the contract, the DISTRICT having performed the DISTRICT's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

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

2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the DISTRICT under the contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the Contractor/Principal.

Surety expressly agrees that the DISTRICT may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the DISTRICT, when declaring the Contractor/Principal in default, notifies Surety of the DISTRICT's objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

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

Contractor/Principal and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay DISTRICT's reasonable attorney's fees and costs incurred, with or without suit, in addition to the above amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

CORPORATE SEAL, IF
APPLICABLE, AND NOTARIAL
ACKNOWLEDGEMENT OF
CONTRACTOR

Contractor/Principal

By: _____
Signature

Print Name and Title

SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY

(Mailing Address, Telephone
No. and Email of Surety)

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

Surety

By: _____
Signature

Print Name and Title

Contact Data for Local Agent:

Name

Street Address

City

Zip Code

Telephone No.

Email

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PAYMENT BOND # _____

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Centralia School District of Orange County, California ("hereinafter referred to as DISTRICT"), has awarded to _____, hereinafter referred to as the "Contractor/Principal" a contract for the work described as 2017 District-Wide Contract for the Purchase and Installation DSA Approved Portable Buildings, Project No. CEPU, #N15-2017/18.

WHEREAS, said Contractor/Principal is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Contractor/Principal and _____, as Surety, a California admitted surety insurer, are held firmly bound unto the DISTRICT for \$ _____ which equals one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract for each and every purchase order over the amount of twenty-five thousand dollars (\$25,000.00) when the cost of the bond is specifically included in the scope and cost of the project on the line item included on the Bid Form-2 Quotation, executed against this unit price agreement awarded by the DISTRICT to the Contractor/Principal lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any

terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

_____	(Name and address of Surety)
_____	(Name and address of agent or representative in California, if different from above)
_____	(Telephone of Surety or agent or representative in California)
_____	(Email for Surety or agent or representative in California)

IN WITNESS HEREOF, we have hereto set our hands and seals on this ____ day of _____, 20__.

CORPORATE SEAL, IF APPLICABLE, AND NOTARIAL ACKNOWLEDGEMENT OF CONTRACTOR

Contractor/Principal

By: _____
Signature

Print Name and Title

SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY

Surety

By: _____
Signature

Print Name and Title

(Mailing Address, Telephone and Email of Surety)

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

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DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) the penalties that may be imposed upon employees for drug abuse violations;

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

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

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

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

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

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

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

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

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

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

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

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CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK (AB 1610, 1612 and 2102)

To the Governing Board of Centralia School District:

I, _____, of _____,
[Name of Contractor, or Subcontractor] [Name of Company]
certify that:

1. I have carefully read and understand the Notice of Contractors Regarding Criminal Records Checks (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work I will be performing on the 2017 District-Wide Contract for the Purchase and Installation of DSA Approved Portable Buildings, Project CEPU, #N15-2017/18 for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7, and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California, on _____.
[city] [date]

[Signature]

[Typed or printed name]

[Title]

[Address & Telephone #]

[Email]

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CERTIFICATION BY SUB-CONTRACTOR
CRIMINAL RECORDS CHECK (AB 1610, 1612 and 2102)

To the Governing Board of Centralia School District:

I, _____, of _____,
[Name of Contractor, or Subcontractor] [Name of Company]
certify that:

1. I have carefully read and understand the Notice of Contractors Regarding Criminal Records Checks (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.

2. Due to the nature of the work I will be performing on the 2017 District-Wide Contract for the Purchase and Installation of DSA Approved Portable Buildings, Project CEPU, #N15-2017/18 for the District, my employees may have contact with students of the District.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code section 1192.7, and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California, on _____.
[city] [date]

[Signature]

[Typed or printed name]

[Title]

[Address & Telephone #]

[Email]

Note: This Document must be submitted for all listed sub-contractors for each project initiated under this Master Agreement

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NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORD CHECKS
(EDUCATION CODE SECTION 45125.1)

Education Code section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code section 667.5(c), or a serious felony listed in Penal Code section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. The contractor shall provide a list of the names of its employees who may come in contact with pupils to the governing board of the school district.

Penal Code section 667.5(c) lists the following violent felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code section 1192.7 lists the following serious felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a nominate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

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GUARANTEE

Guarantee for _____(Company). We hereby guarantee that the _____(Scope), which we have installed in the _____ project, done under the 2017 District-Wide Contract for the Purchase and Installation of DSA Approved Portable Buildings, Project No. CEPU, #N15-2017/18, has been done in accordance with the Project Documents and that the work as installed will fulfill the requirements included in the Project Documents. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of one (1) years from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's or undersigned surety's failure to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing by the DISTRICT, the undersigned authorizes the DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of the undersigned and surety who hereby agree to pay the costs and charges therefore immediately upon demand. (General Conditions Article 46(d))

Name of Contractor

By: _____
Signature of Contractor

Print Name

Title

Contractor shall provide copy of this Guarantee to Contractor's surety.

Guarantee (continued)

Name of Subcontractor
(if work performed by
subcontractor)

By: _____
Signature of Subcontractor

Print Name

Title

Representatives to be contacted for service:

Name: _____

Address: _____

Telephone Number: _____

Email: _____

**CONTRACTOR'S CERTIFICATE REGARDING
NON-ASBESTOS CONTAINING MATERIALS**

Bid No.: CEPU, #N15-2017/18

Project: 2017 District-Wide Contract for the Purchase and Installation of DSA Approved
Portable Buildings

Contractor: _____

Per Article 69 of the General Conditions, The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- (a) The undersigned is a duly-authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor.
- (b) The Contractor is aware and acknowledges that, for purposes of this certification:
 - i. Asbestos is any of chrysotile, crocidolite, amosite, anthophyllite, tremolite, actinolite or other minerals generally known as asbestos; and
 - ii. An asbestos-containing material is any material or thing, or any component thereof, that contains, consists of, or is made up of greater than one-tenth of one percent (0.1%) asbestos.
- (c) The Contractor shall not use on, or incorporate into, the Project any asbestos or asbestos-containing materials, including, without limitation, in any tools, devices, clothing, or equipment used in the construction of any portion of the Project.
- (d) The Contractor has instructed its employees and subcontractors in regard to such prohibition against asbestos and asbestos-containing materials, and in regard to the hazards, risks and liabilities involved in the use of asbestos and asbestos-containing materials.
- (e) The Contractor acknowledges and agrees that:
 - i. Each dispute as to whether any material, equipment or other thing used on, or incorporated into, the Work contains asbestos or is an asbestos-containing material shall be settled by electron microscopy;
 - ii. The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos at a level greater than as specified herein; and
 - iii. The District shall reject any and all materials or other things incorporated into the Work that are determined to contain asbestos or asbestos-containing materials, and the Contractor, at no cost to the District, must remove, replace and/or repair as necessary any and all affected portions of the Work.

Name of Contractor

By: _____
Signature of Contractor

Print Name

Title

TOBACCO-FREE WORKPLACE CERTIFICATION

Bid No.: CEPU, #N15-2017/18

Project: 2017 District-Wide Contract for the Purchase and Installation of DSA Approved Portable Buildings

Contractor: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- (a) The undersigned is a duly-authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor.

- (b) In accordance with the Information for Bidders, the Contractor and all sub-contractors shall ensure a tobacco-free workplace by providing the following provision, in writing, to each person providing any labor or services on or at the Project Site, including, without limitation, any delivery personnel:

All properties and facilities operated by the Centralia School District, including, without limitation, the Project Site, are tobacco-free work places. It is strictly forbidden while in, on or at any District property or facility (whether owned or leased) to smoke, chew or otherwise use tobacco products. The Contractor shall require each person (including, without limitation, any employee of the Contractor or any subcontractor or supplier) found in violation of these requirements to permanently leave the Project Site, and the Contractor shall not thereafter permit such person to be present in, on or at the Project Site.

Name of Contractor

By: _____
Signature of Contractor

Print Name

Title

Date

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LEAD-CONTAINING MATERIALS NOTICE AND CERTIFICATION

Bid No.: CEPU, #N15-2017/18

Project: 2017 District-Wide Contract for the Purchase and Installation of DSA Approved Portable Buildings

NOTICE TO CONTRACTOR:

In accordance with the Information for Bidders and the Lead Safe Schools Protection Act; California law prohibits, in the construction of any new school facility or in the modernization or renovation of any existing school facility, the use of lead-containing or lead-based paint, plumbing, solders, and other materials that may constitute a potential source of lead contamination.

In the event the Contractor or its employees or subcontractors fail to comply with all applicable laws, rules and regulations related to lead-containing or lead-based paints and other materials, or fail to comply with any other requirements set forth in this Lead-Containing Materials Notice and Certification, the Contractor shall be held solely responsible for any and all costs associated with any investigative and/or corrective actions deemed necessary by the District, and shall indemnify, defend and hold harmless the District, pursuant to the indemnification provisions of the Contract for the Work, with respect to any and all claims, demands, actions, damages, costs, expenses and other liabilities arising therefrom.

CERTIFICATION BY CONTRACTOR:

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

- (a) The undersigned is a duly-authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor;
- (b) The Contractor is aware and acknowledges that, in circumstances described in this Lead-Containing Materials Notice and Certification, lead-based paint and/or other lead-containing materials may be located on the Project Site;
- (c) The Contractor understands its obligation to comply with all applicable laws, rules and regulations relating to work with, and disposal of, lead-based paint and/or other lead-containing materials; and
- (d) In connection with the performance of the Work, the Contractor shall comply with all applicable laws, rules and regulations relating to work with, and disposal of, lead-based paint and/or other lead-containing materials, as well as the other requirements of this Lead-Containing Materials Notice and Certification.

Name of Contractor

By: _____
Signature of Contractor

Print Name

Title

DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) CERTIFICATION

In accordance with Education Code Section 17076.11, the Centralia School District has a participation goal for Disabled Veteran Business Enterprises of at least three percent (3%) per year of the overall dollar amount of funds allocated by the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization of school buildings and expended each year by the District. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract. Note that this form may be used for this initial statement by filling out the statement below. Prior to, and as a condition precedent for final payment under the contract, the Contractor will provide appropriate documentation to the District identifying the amount paid to Disabled Veteran Business Enterprises pursuant to the contract, so that the District can assess its success at meeting this goal.

The Contractor may provide the anticipated participation of Disabled Veteran Business Enterprises in terms of percentage of its total contract or the dollar amount anticipated to be paid to Disabled Veteran Business Enterprises or by providing the names of the Disabled Veteran Business Enterprises that will participate in the contract. If there is a discrepancy between the anticipated goals and the actual goals at completion of the contract or a failure to meet the anticipated goal or dollar amounts, the District will require the Contractor to provide, at the completion of the contract, a detailed statement of the reason(s) for the discrepancy or failure to meet the anticipated goals or dollar amounts.

I certify that I have read the above and will comply with the anticipated participation of Disabled Veteran Business Enterprises in this contract.

At the time of contract execution, the anticipated DVBE participation in the 2017 District-wide Contract for the Purchase and Installation of DSA Approved Portable Buildings, CEPU, #N15-2017/18 is _____ % or \$ _____.

Signature

Typed or Printed Name

Title

Company

Address

City, State, Zip

Telephone

E-mail

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**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into, as of _____, 20____, by and between Centralia School District, whose address 6625 La Palma Avenue, Buena Park, CA 90620, hereinafter called "DISTRICT;" _____, whose address is _____, hereinafter called "Contractor;" and, _____, whose address is _____, hereinafter called "Escrow Agent."

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

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Agreement entered into between the DISTRICT and Contractor for: 2017 District-Wide Contract for the Purchase and Installation of DSA Approved Portable Buildings, Project No. CEPU, #N15-2017/18 in the amount of _____,

dated _____ (hereinafter referred to as the "Agreement"). Alternatively, on written request of the Contractor, the DISTRICT shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for retention earnings, the Escrow Agent shall notify the DISTRICT within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Agreement between the DISTRICT and Contractor. Securities shall be held in the name of DISTRICT, and shall designate the Contractor as the beneficial owner.

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

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

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

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

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

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

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

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

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

On Behalf of: CENTRALIA SCHOOL DISTRICT: On behalf of Contractor:

Title

Title

Name

Name

Address

Address

Email

Email

Telephone

Telephone

On behalf of Escrow Agent:

Title

Name

Address

Email

Telephone

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

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

CENTRALIA SCHOOL DISTRICT

CONTRACTOR

Title

Title

Name

Name

Signature

Signature

Escrow Agent

Title

Name

Signature

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GENERAL CONDITIONS

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GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

- (a) Action of the Governing Board is a vote of a majority of the members in a lawful meeting.
- (b) Addenda are the changes in plans, specifications, drawings, and/or Project Documents which have been authorized in writing by the DISTRICT or ARCHITECT, and which alter, explain, or clarify the Project Documents prior to the bid deadline.
- (c) Approval means written authorization by ARCHITECT, DISTRICT, or PROJECT MANAGER.
- (d) Agreement includes collectively all Project Documents.
- (e) Project Documents includes collectively, to wit: Notice Calling for Bids, Information for Bidders, Bid Form-1, Bid Form-2 and all attachments, Bid Security, Designation of Subcontractor form, Information Required of Bidder, Noncollusion Affidavit, Workers' Compensation Certificate, Request for Substitution at Time of Bid, Iran Contracting Act Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order forms, Contractors Request for Inspection, Request for Information (RFI) Form, Shop Drawing Transmittals form, Disabled Veterans Business Enterprise (DVBE) Certification, Insurance Certificates and Endorsements, Guarantee form, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Tobacco Free Work Place Certification, Lead-Containing Materials Notice and Certification, General Conditions, Supplementary General Conditions, Drawings, Specifications, and all modifications, addenda and amendments thereto. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
- (f) CONTRACTOR or DISTRICT are those mentioned as such in the Agreement. They are treated throughout the Project Documents as if they are of singular number and neuter gender.
- (g) DISTRICT is the Governing Board or its duly authorized representative.
- (h) Locality in which the work is performed means the county and city in which the work is done.
- (i) Project is the planned undertaking as provided for in the Project Documents by DISTRICT and CONTRACTOR. A project shall be each individual purchase order initiated under this Master Agreement.
- (j) Provide shall include "provide complete in place," that is, "furnish and install."
- (k) Safety Orders are those issued by the Division of Industrial Safety and OSHA safety and health standards for construction.
- (l) Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.
- (m) Subcontractor, as used herein, includes those having a direct contractual relationship with CONTRACTOR and one who furnishes material worked to a special design according to plans, drawings, and specifications, but does not include one who merely furnishes material not so worked.

- (n) Surety is the person, firm, or corporation that executes as a California admitted surety insurer, the CONTRACTOR's Bid Security, faithful performance bond and payment bond.
- (o) Work of the CONTRACTOR or subcontractor includes labor or materials (including, without limitation, equipment and appliances) or both, incorporated in, or to be incorporated in the Project.
- (p) Workers includes laborer, worker, or mechanic.

ARTICLE 2. STATUS OF CONTRACTOR

- (a) CONTRACTOR is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Project Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. DISTRICT shall be permitted to monitor the activities of the CONTRACTOR to determine compliance with the terms of the Project Documents.
- (b) Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any CONTRACTOR not so licensed is subject to penalties under the law, and the contract will be considered void pursuant to Section 7028.7 of the Business and Professions Code. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, P. O. Box 26000, Sacramento, CA 95826.
- (c) Pursuant to Labor Code Section 1725.5; Contractors and all sub-contractors are required to be registered with the Department of Industrial Relations (DIR) and participate in their Labor Compliance Monitoring Program.

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

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

ARTICLE 4. CONTRACTOR'S SUPERVISION, PROSECUTION AND PROGRESS

- (a) During progress of the work, CONTRACTOR shall keep on the work site a competent superintendent satisfactory to DISTRICT. Before commencing the work herein, 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.
- (b) 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 Project 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 carefully study and compare the Project Documents with each other, and shall at once report to the ARCHITECT any errors, inconsistencies, or omissions discovered. The CONTRACTOR shall be liable to the DISTRICT for damage resulting from errors, inconsistencies, or omissions in the Project Documents that the CONTRACTOR recognized and which CONTRACTOR knowingly failed to report and which a similarly skilled, knowledgeable, and experienced contractor would have discovered.

(c) 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 Project 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 work properly fit at no additional cost to DISTRICT. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.

(d) 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.

(e) 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 Project Documents.

ARTICLE 5. SUBCONTRACTORS

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

(b) DISTRICT's consent to any subcontractor shall not in any way relieve CONTRACTOR of any obligations under the Project Documents and no such consent shall be deemed to waive any provision of any Project Document.

(c) CONTRACTOR must submit with its bid, a Designation of Subcontractors pursuant to the Subletting and Subcontracting Fair Practices Act. If CONTRACTOR specifies more than one subcontractor for the same portion of work or fails to specify a subcontractor, and such portion of the work exceeds one-half of one percent of the total bid, CONTRACTOR agrees that it is fully qualified to perform and shall perform such work itself, unless CONTRACTOR provides for substitution or addition of subcontractors. Substitution or addition of subcontractors shall be permitted only as authorized under the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100, et. seq.

(d) In accordance with Business and Professions Code Section 7059, if CONTRACTOR is designated as a "specialty contractor" (as defined in Section 7058 of the Public Contract Code), all

of the work to be performed outside of the CONTRACTOR's license specialty shall be performed by a licensed subcontractor in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100, et seq.

(e) A copy of each subcontract, if in writing, or, if not in writing, then a written statement signed by the CONTRACTOR giving the name of the subcontractor and the terms and conditions of such subcontract, shall be filed with the DISTRICT before the subcontractor begins work. Each subcontract shall contain a reference to the Agreement between the DISTRICT and the CONTRACTOR and the terms of that Agreement and all parts of the Project Documents shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontract will provide for termination in accordance with Article 13 of these General Conditions. Each subcontract shall provide for its annulment by the CONTRACTOR at the order of the ARCHITECT if in the ARCHITECT'S opinion the subcontractor fails to comply with the requirements of the Project Documents insofar as the same may be applicable to this work. Nothing herein contained shall relieve the CONTRACTOR of any liability or obligation hereunder.

(f) Pursuant to Labor Code Section 1725.5, all sub-contractors shall be registered with the Department of Industrial Relations (DIR) and participate in their Labor Compliance Monitoring program.

ARTICLE 6. PROHIBITED INTERESTS

No official of the 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 interested financially in this Project or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for DISTRICT who is authorized in such capacity and on behalf of DISTRICT to exercise any executive, supervisory or other similar functions in connection with construction of Project shall become directly or indirectly interested financially in this Project or in any part thereof. CONTRACTOR shall receive no compensation and shall repay DISTRICT for any compensation received by CONTRACTOR hereunder, should CONTRACTOR aid, abet or knowingly participate in violation of this Article 6.

ARTICLE 7. DISTRICT'S INSPECTOR

(a) One or more Inspector(s), including special inspectors or in-plant inspectors, as required, will be employed by DISTRICT and will be assigned to the Project.

(b) No work shall be performed by the CONTRACTOR solely upon the instructions or comments by the Inspector. The Inspector has no authority to interpret the Project Documents or order extra work, and any extra work performed without the written instruction of the DISTRICT shall be at CONTRACTOR's sole cost and expense, and there will be no delay damages incurred by DISTRICT for such work.

(c) No work shall be carried on except with the knowledge and under the inspection of said Inspector(s). He/she shall have free access to any or all parts of work at any time. CONTRACTOR shall furnish Inspector reasonable opportunities for obtaining such information as may be necessary to keep Inspector fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve CONTRACTOR from any obligation to fulfill the Project Documents. Inspector or ARCHITECT shall have authority to stop work whenever provisions of Project Documents are not being complied with and such noncompliance is discovered. CONTRACTOR shall instruct its employees accordingly.

(d) CONTRACTOR understands and agrees that the Inspector for the Project may also serve concurrently as inspector for other projects and may not therefore be available on site during the entire work day. It shall be the responsibility of CONTRACTOR to notify the Inspector not less than twenty-four (24) hours in advance of materials and equipment deliveries and required inspections.

ARTICLE 8. ARCHITECT'S STATUS

(a) The ARCHITECT shall be the DISTRICT's representative during on-site construction and shall observe the progress and quality of the work on behalf of the DISTRICT. ARCHITECT shall have the authority to act on behalf of DISTRICT only to the extent expressly provided in the Project Documents. ARCHITECT shall have authority to stop work whenever such stoppage may be necessary in ARCHITECT'S reasonable opinion to ensure the proper execution of the Project Documents.

(b) The ARCHITECT shall be, in the first instance, the judge of the performance of the work. ARCHITECT shall exercise authority under the Project Documents to enforce CONTRACTOR's faithful performance.

(c) The ARCHITECT shall have all authority and responsibility established by law. The ARCHITECT has the authority to enforce compliance with the Project Documents and the CONTRACTOR shall promptly comply with instructions from the ARCHITECT or an authorized representative of the ARCHITECT.

(d) On all questions related to the quantities, the acceptability of material, equipment or workmanship, the execution, progress or sequence of work, the interpretation of plans, specifications or drawings, and the acceptable performance of the CONTRACTOR pursuant to the decision of the ARCHITECT shall govern and shall be precedent to any payment unless otherwise ordered by the Governing Board. The progress and completion of the work shall not be impaired or delayed by virtue of any question or dispute arising out of or related to the foregoing matters and the instructions of the ARCHITECT relating thereto.

(e) General supervision and direction of the on-site work by the ARCHITECT shall in no way imply that the ARCHITECT or his or her representatives are in any way responsible for the safety of the CONTRACTOR or its employees or that the ARCHITECT or his or her representatives will maintain supervision over the CONTRACTOR's construction methods or personnel other than to ensure that the quality of the finished work is in accordance with the Project Documents.

ARTICLE 9. NOTICE OF TAXABLE POSSESSORY INTEREST

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

ARTICLE 10. ASSIGNMENT OF ANTITRUST ACTIONS

Public Contract Code Section 7103.5 provides:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body (DISTRICT) all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 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.

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 Agreement. This assignment shall become effective at the time DISTRICT tenders final payment to the CONTRACTOR, and CONTRACTOR shall require assignments from all subcontractors to comply herewith.

ARTICLE 11. OTHER CONTRACTS

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

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

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

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

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

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

ARTICLE 12. OCCUPANCY

DISTRICT reserves the right to occupy buildings and/or portions of the site at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this Agreement, nor shall such occupancy extend the date specified for completion of the work. Beneficial occupancy of building(s) does not commence any warranty period nor shall it entitle CONTRACTOR to any additional compensation due to such occupancy.

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE AGREEMENT

(a) Termination for Cause. If the CONTRACTOR refuses or fails to complete the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the 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 CONTRACTOR should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should refuse or should fail to supply enough properly skilled workers or proper equipment, tools, and materials in the necessary quantity and quality to complete the work in the time specified, or if CONTRACTOR should fail to make prompt payment to subcontractors for materials or labor, or disregard laws or ordinances or instructions of DISTRICT, or if CONTRACTOR or its subcontractors should otherwise be guilty of a violation of any provision of this Agreement, then CONTRACTOR shall be deemed to be in default of the Agreement and DISTRICT may, without prejudice to any other right or remedy, serve written notice upon CONTRACTOR and its surety of DISTRICT's intention to terminate this Agreement, such notice to contain the reasons for such intention to terminate, and unless within ten (10) calendar days after the service of such notice such condition shall cease or such violation shall cease, or arrangements satisfactory to DISTRICT for the correction thereof be made and corrective action commenced in a diligent and workmanlike manner and pursued to satisfactory completion, this Agreement shall upon the expiration of said ten (10) calendar days, cease and terminate. In such case, CONTRACTOR shall be excluded from the worksite and not be entitled to receive any further payment until work is finished to DISTRICT's satisfaction.

(1) In the event of any such termination, surety shall have the right to take over and perform this Agreement, provided, however, that if surety within five (5) calendar days after service upon it of said notice of termination does not give DISTRICT written notice of its intention to take over and perform this Agreement or does not commence performance thereof within ten (10) calendar days after date of serving such notice of termination by DISTRICT on surety, DISTRICT may take over the work and prosecute same to completion by any means determined by DISTRICT including hiring another contractor for the account and at the expense of CONTRACTOR, and CONTRACTOR and its surety shall be liable to DISTRICT for any excess cost or other damages occasioned by the DISTRICT thereby. Time is of the essence in this Agreement. If the DISTRICT takes over the work as hereinabove provided, the DISTRICT may, without liability for so doing, take possession of and utilize in completing the work such materials, supplies, equipment and other property belonging to the CONTRACTOR as may be on the site of the work and necessary therefore.

(2) The expense of finishing the work, including compensation for additional architectural, managerial, and administrative services, shall be a charge against CONTRACTOR and CONTRACTOR agrees that the charge may be deducted from any money due or becoming due to CONTRACTOR from DISTRICT or CONTRACTOR shall pay the charge to the DISTRICT. Expense incurred by DISTRICT as herein provided, and damage incurred through CONTRACTOR's default, shall be certified to DISTRICT by ARCHITECT. The surety shall become liable for payment should CONTRACTOR fail to pay in full any cost incurred by the DISTRICT.

(b) Nonappropriation of Funds/Insufficient Funds. In the event that sufficient funds are not appropriated to complete the Project or the DISTRICT determines that sufficient funds are not available to complete the Project, DISTRICT may terminate or suspend the completion of the Project at any time by giving written notice to the CONTRACTOR. In the event that the DISTRICT exercises this option, the DISTRICT shall pay for any and all work and materials completed or delivered onto the site, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials paid for shall include a factor of fifteen percent (15%) for the

CONTRACTOR's overhead and profit and there shall be no other costs or expenses paid to CONTRACTOR. All work, materials and orders paid for pursuant to this provision shall become the property of the DISTRICT. DISTRICT may, without cause, order CONTRACTOR in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as DISTRICT may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

(c) Termination for Convenience. The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest. The District shall terminate all or any part of the Project upon delivery to the Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination. After receipt of Notice of Termination, and except as directed by the District's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- (1) Stop Work as specified in the Notice of Termination.
- (2) Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- (3) Leave the Property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- (4) Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
- (5) Place no further subcontracts or orders, except as necessary to complete the continued portion of the project.
- (6) Submit to the District's Representative, within ten (10) days from the Project termination date found in the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Project termination date, including termination costs related to demobilizing and closing out the project, found in the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the District no later than thirty (30) days after the Project termination date found in the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."

(d) Termination of the Contract for convenience shall not relieve the Surety of its obligation for any just claims arising out of or relating to the work performed on the Project.

(e) In the event that the District exercises its right to terminate this Contract for the District's convenience, the District shall pay the Contractor, upon the Contractor's submission of the documentation required by this provision, and other applicable provisions of the Contract Documents the following amounts:

- (1) All actual costs incurred according to the provisions of the Contract Documents including but not limited to insurance costs incurred in connection with the Project.
- (2) A reasonable allowance for profit on the cost of the work on the Project performed, provided Contractor establishes to the satisfaction of the District, that it is reasonably probable that the Contractor would have made a profit had the project been

completed and provided further, that the profit allowed shall in no event exceed five percent (5%) of costs. In no event shall the total amount exceed the original contract cost.

- (3) A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Section 57.

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

ARTICLE 14. BONDS

When specifically included in the scope and cost of a line item quotation for a project, , CONTRACTOR shall furnish a surety bond in an amount equal to one hundred percent (100%) of contract price as security for faithful performance of this Agreement and shall furnish a separate bond in an amount of one hundred percent (100%) of the contract price as security for payment to persons performing labor and furnishing materials in connection with this Project. Bonding shall be considered for all purchase orders issued against the Master Agreement in the amount of \$25,000.00. Bonds shall be in the form set forth in these Project Documents.

ARTICLE 15. SUBSTITUTION OF SECURITIES

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

- (1) CONTRACTOR shall be the beneficial owner of any securities substituted for retention funds withheld and shall receive any interest thereon.

- (2) All expenses relating to the substitution of securities under said Section 22300 and under this Article 15, including, but not limited to DISTRICT's overhead and administrative expenses, and expenses of escrow agent shall be the responsibility of the CONTRACTOR.

- (3) If CONTRACTOR shall choose to enter into an escrow agreement, such agreement shall be in the form as set forth in Public Contract Code section 22300(f) attached hereto as part of the Project Documents and which shall allow for the conversion to cash to provide funds to meet defaults by the CONTRACTOR including, but not limited to, termination of the CONTRACTOR's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or amount to be kept or retained under the provisions of the Project Documents.

- (4) Securities, if any, shall be returned to CONTRACTOR only upon satisfactory completion of the Agreement.

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

(c) In the alternative, under Section 22300, CONTRACTOR, at its own expense, may request DISTRICT to 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 shown in paragraph (a) for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by the escrow agent from DISTRICT, pursuant to the terms of Section 22300.

(d) If any provision of this Article 15 shall be found to be illegal or unenforceable, then, notwithstanding, this Article 15 shall remain in full force and effect, and such provision shall be deemed stricken.

ARTICLE 16. INSURANCE: The Contractor shall purchase and maintain, during the performance of all work under this Contract insurance in amounts as specified below:

- (a) Commercial General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury, and property damage. Coverage for Commercial General Liability insurance shall be at least as broad as the following:
- (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
 - (2) Commercial General Liability Insurance must include coverage for the following:
 - (i) Bodily Injury and Property Damage
 - (ii) Personal Injury/Advertising Injury
 - (iii) Premises/Operations Liability
 - (iv) Products/Completed Operations Liability
 - (v) Aggregate Limits that Apply per Project
 - (vi) Explosion, Collapse and Underground (UCX) exclusion deleted
 - (vii) Contractual Liability with respect to this Contract
 - (viii) Broad Form Property Damage
 - (ix) Independent Contractors Coverage
 - (3) All such policies shall name the Centralia School District, the board and each member of the board, its officers, employees, agents (excluding the Architect) and volunteers as Additional Insureds under the policy.
 - (4) The general liability program may utilize either deductibles or provide coverage excess of a self insured retention, subject to written approval by the District.
- (b) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage. At all times during the performance of the work under this Contract the Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non owned and hired vehicles, in a form and with insurance companies acceptable to the Centralia School District, including:
- (1) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).
 - (2) The automobile liability program may utilize deductibles, but not a self insured retention, subject to written approval by the Centralia School District.
 - (3) All such policies shall name the Centralia School District, the board and each member of the board, its officers, employees, agents (excluding the Architect) and volunteers as Additional Insureds under the policies.

- (c) Workers' Compensation/Employer's Liability: \$1,000,000 per occurrence for employer's liability. Complete and submit the worker's compensation certificate included in the Project Documents upon award of the project. The Contractor shall provide, during the life of this contract, workers' compensation insurance in compliance with applicable statutory requirements and Employer's Liability Coverage for all of his employees engaged in work under this Contract, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage.
- (1) Statutory Workers' Compensation and Employer's Liability Coverage: Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability Insurance for a minimum limit of \$1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:
 - i. The Voluntary Compensation Endorsement; and
 - ii. Broad Form All States Endorsement; and
 - iii. The Longshoremen's and Harbor Workers endorsement, where applicable to the work under this contract; and
 - iv. Waiver of Subrogation Endorsement.
 - (2) If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self insured retention, subject to written approval by the Centralia School District.
 - (3) Before beginning work, the Contractor shall furnish to the District satisfactory proof that he/she has taken out for the period covered by the work under this Contract full compensation insurance for all persons employed directly by him/her or through subcontractors in carrying out the work contemplated under this Contract all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof.
- (d) Builder's Risk "All Risk" Insurance: Amount of coverage to be negotiated for each individual purchase order initiated under the Master Agreement. When required by the District, Contractor shall include this cost in the line item bid/quotation and shall maintain builder's risk insurance on an "all risk" value basis upon the entire project which is the subject of the Contract. Coverage shall include completed work as well as work in progress. Such insurance shall include the Centralia School District as Loss Payee.
- (1) Such insurance may have a deductible clause but not to exceed five thousand dollars, (\$5,000.00) for all risks.
 - (2) Such policies shall name the Centralia School District as Additional Insured.
 - (3) The insurer shall waive all rights of subrogation against the Centralia School District and shall provide the District with a Certificate of Insurance for Builder's Risk insurance coverage and evidence of waiver of rights of subrogation against the Centralia School District.

- (e) Evidence Required: Prior to execution of the Contract the Contractor shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (ed. 11/85) (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (ACORD Form 25 S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.
- (f) Policy Provisions Required: All policies shall contain a provision for 30 days advance written notice by the insurer(s) to the District of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on certificates. All policies shall contain a provision stating that the Contractor's policies are primary insurance and that the insurance of the Centralia School District or any named insureds shall not be called upon to contribute to any loss.
- (g) Qualifying Insurers: All policies required shall be issued by acceptable insurance companies, as determined by the Centralia School District, which satisfy the following minimum requirements:
- (1) Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state. Such insurance carrier shall have not less than an "A" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide.
- (h) Additional Insurance Provisions:
- (1) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Contract including but not limited to, the provisions concerning indemnification.
 - (2) If at any time during the life of the Contract the Contractor fails to maintain in full force any insurance required by the Contract, including required limits, the District may acquire the necessary insurance for the Contractor and deduct the cost thereof from the appropriate Sublease Payments due the Contractor made by the District.
 - (3) If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
 - i. The policy retroactive date coincides with or precedes Contractor's commencement of work under this Contract (including subsequent policies purchased as renewals or replacements).
 - ii. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
 - iii. The policy allows for reporting of circumstances or incidents that might give rise to future claims.
 - iv. The District may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.
 - v. Neither the District nor the Board, nor any member of the Board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.

(i) Sub-Contractor Insurance:

- (1) The Contractor must require in its subcontracts applicable to the Work that each subcontractor obtain and maintain insurance coverage in compliance with all of the preceding requirements, except that: (i) no subcontractor need carry a Builder's All-Risk Policy. The Contractor shall be responsible for ensuring that any and all subcontractors have such insurance in effect and for providing all documentation of the subcontractors' insurance coverage (i.e., copies of insurance policies and Certificates of Insurance) to the District within the time(s) required by this article of the General Conditions. The Contractor shall indemnify, defend and hold-harmless the District, with respect to any and all claims, demands, actions, costs, expenses and other liabilities arising from the failure of any subcontractor to have in effect the insurance required.

ARTICLE 17. DRAWINGS AND SPECIFICATIONS

- (a) Portable building drawings are to be prepared and approved by DSA as part of the Contractor's scope, and included in the line item Bid pricing Scope. Site work and utility plans will be prepared and approved through DSA by the District's Architect, under a separate contract with the District.
- (b) Drawings and Specifications are intended to delineate and describe the Project and its component parts to such a degree as will enable skilled and competent contractors to intelligently bid upon the work, and to carry said work to a successful conclusion
- (c) Drawings and Specifications are intended to comply with all laws, ordinances, rules and regulations of constituted authorities having jurisdiction, and where referred to in the Project Documents, said laws, ordinances, rules and regulations shall be considered as a part of the Agreement within the limits specified. The CONTRACTOR shall bear all expenses of correcting work done contrary to said laws, ordinances, rules and regulations and if the CONTRACTOR performed same (1) without first consulting the ARCHITECT for further instructions regarding said work, or (2) disregarded the ARCHITECT'S instructions regarding said work.
- (d) (c) Questions regarding interpretation of drawings and specifications shall be clarified by the ARCHITECT. Before commencing any portion of the work, CONTRACTOR shall carefully examine all drawings and specifications and other information given to CONTRACTOR. CONTRACTOR shall immediately notify ARCHITECT and DISTRICT in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the drawings and specifications. If CONTRACTOR or its subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any work under the Project Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, CONTRACTOR shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof. In the event ARCHITECT determines that CONTRACTOR's requests for clarification or interpretation are not justified or do not reflect adequate competent supervision or knowledge by the CONTRACTOR or his/her subcontractors, CONTRACTOR shall be required to pay ARCHITECT's reasonable and customary fees in processing and responding to such requests. Should the CONTRACTOR commence work or any part thereof without seeking clarification, CONTRACTOR waives any claim for extra work or damages as a result of any ambiguity, conflict or lack of information.
- (e) Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large scale drawings shall take precedence over smaller scale

drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures. Drawings and specifications are intended to be fully cooperative and to agree. If CONTRACTOR observes that drawings and specifications are in conflict, CONTRACTOR shall promptly notify the ARCHITECT in writing, and any necessary changes shall be adjusted as provided in the Article entitled "Changes and Extra Work;" provided, however, that the specification calling for the higher quality material or workmanship shall prevail without additional cost to DISTRICT.

- (f) Materials or work described in words which so applied has a well known technical or trade meaning shall be deemed to refer to such recognized standards.
- (g) It is not the intention of the Agreement to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to CONTRACTOR that it will be required to complete the work so named with all its incidental and accessory items according to the best practices of the trade.
- (h) The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor necessary to achieve full and complete functioning of the material and/or equipment as per best practices of the trade(s) involved, unless specifically noted otherwise.
- (i) ARCHITECT will furnish to CONTRACTOR one (1) complete set of blue-line prints for posting of changes. Additional blue-line prints shall be provided by ARCHITECT upon payment by CONTRACTOR. During the construction period, CONTRACTOR shall maintain the set of blue-line prints in a satisfactory record condition, and shall thoroughly and neatly post, as they occur, all additions, deletions, corrections and/or revisions in the actual construction of the Project. The record drawings must be posted monthly and be current prior to each submission of each certificate of payment.

ARTICLE 18. OWNERSHIP OF DRAWINGS

All plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other Project Documents and copies thereof furnished by DISTRICT are DISTRICT'S property. They are not to be used in other work and are to be returned to DISTRICT on request at completion of work, and may be used by DISTRICT as it may require, without any additional costs to DISTRICT.

ARTICLE 19. DETAIL DRAWINGS AND INSTRUCTIONS

- (a) In case of ambiguity, conflict, or lack of information, ARCHITECT shall furnish additional instructions by means of drawings or otherwise, necessary for proper execution of work. All such drawings and instructions shall be consistent with Project Documents, true developments thereof, and reasonably inferable therefrom. Such additional instructions shall be furnished with reasonable promptness, provided that CONTRACTOR informs the ARCHITECT of the relationship of the request to the critical path of construction.
- (b) Work shall be executed in conformity therewith and CONTRACTOR shall do no work without proper drawings and instructions.
- (c) The ARCHITECT will furnish necessary additional details to more fully explain the work, which details shall be considered as part of the Project Documents.

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

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

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

ARTICLE 20. SHOP DRAWINGS

(a) CONTRACTOR shall check and verify all field measurements and shall submit to ARCHITECT within fourteen (14) calendar days of the date specified on the Notice to Proceed for each purchase order issued under this Contract three (3) hard copies, and one (1) electronic copy checked and approved by CONTRACTOR, of all shop or setting list drawings, schedules, and materials list required for the work of various trades. ARCHITECT shall review such drawings, schedules and materials list only for conformance with design concept of Project and compliance with information given in Project Documents, and return as approved or disapproved with guidance as to required corrections within fourteen (14) calendar days. CONTRACTOR shall make any corrections required by ARCHITECT, file three (3) corrected copies with ARCHITECT, and furnish such other copies as may be needed for construction within seven (7) calendar days. ARCHITECT'S approval of such drawings, schedules, or materials list shall not relieve CONTRACTOR from responsibility for deviations unless CONTRACTOR has in writing called ARCHITECT'S attention to such deviations at time of submission and secured ARCHITECT'S written approval, nor shall it relieve CONTRACTOR from responsibility for errors in shop drawings or schedules.

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

(c) The term "shop drawing" as used herein shall be understood to include, but not be limited to, detail design calculations, fabrication and installation drawings, lists, graphs and operating instructions.

(d) Shop drawings shall be submitted at a time sufficiently early to allow review of same by the Division of State Architect (DSA) if required, and the ARCHITECT, and to accommodate the rate of construction progress required under the Project Documents. CONTRACTOR will be required to pay ARCHITECT's reasonable and customary fees in order to expedite review of shop drawings which are not submitted in a timely fashion.

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

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

(g) CONTRACTOR's review and approval of shop drawings shall include the following stamp:

"The CONTRACTOR has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings that does not conform to the Project Documents. This shop drawing has been coordinated with all other shop drawings received to date by CONTRACTOR and this duty of coordination has not been delegated to subcontractors, material suppliers, the ARCHITECT, or the engineers on this project.

Signature of CONTRACTOR"

(h) Within fourteen (14) calendar days after receipt of shop drawings, the ARCHITECT will return one or more prints of each drawing to CONTRACTOR with his or her comments noted thereon. The CONTRACTOR shall make a complete and acceptable submittal to the ARCHITECT by the second submission of drawings. The DISTRICT shall withhold funds due the CONTRACTOR to cover additional costs of the ARCHITECT'S review beyond the second submission and any other costs incurred by DISTRICT.

(i) If prints of the shop drawing are returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision of said drawing will not be required. If prints of the drawing are returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED," formal resubmittal of said drawings will not be required. If prints of the drawing are returned to the CONTRACTOR marked "REVISE AND RESUBMIT," the CONTRACTOR shall revise said drawing and shall resubmit six (6) copies of the revised drawing to the ARCHITECT. If prints of the drawing are returned to the CONTRACTOR marked "REJECTED RESUBMIT," the CONTRACTOR shall resubmit six (6) new copies of the drawing to the ARCHITECT.

(j) Fabrication of an item shall not be commenced before the ARCHITECT has reviewed the pertinent shop drawings and returned copies to the CONTRACTOR marked with "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED." Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the Project Documents and shall not be taken as the basis of claims for extra work. The review of such drawings by the ARCHITECT will be limited to checking for general agreement with the Project Documents, and shall in no way relieve the CONTRACTOR of responsibility for errors or omissions contained therein, nor shall such review operate to waive or modify any provision contained in the Project Documents. Fabricating dimensions, quantities of material, applicable code requirements, and other contract requirements shall be the CONTRACTOR's responsibility.

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

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

(m) Calculations of a structural nature must be approved by the Division of State Architect.

(n) 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 HEREINBEFORE AND THE CONTRACTOR CAN ESTABLISH THAT THE ARCHITECT'S DELAY IN REVIEW ACTUALLY RESULTED IN A DELAY IN THE CONTRACTOR CONSTRUCTION SCHEDULE. CONTRACTOR SHALL NOT BE ENTITLED TO ANY CLAIM FOR DAMAGES RESULTING FROM DSA REVIEW EXTENDING BEYOND FIFTEEN (15) CALENDAR DAYS AFTER SUBMITTAL. HOWEVER, DISTRICT MAY CONSIDER AN EXTENSION OF TIME DUE TO ANY DELAY CAUSED BY DSA REVIEW.

ARTICLE 21. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out of this work and establishing grades for earthwork operations shall be furnished by CONTRACTOR at its expense. Such work shall be done by a qualified and experienced Civil Engineer/Professionally Licensed Surveyor, as approved by the ARCHITECT. Any required "Record" drawings of site development shall be prepared by the approved civil engineer.

ARTICLE 22. SOILS INVESTIGATION REPORT

(a) When a soils investigation report has been obtained from test holes at the site for a specific project, such report will be available for the CONTRACTOR's use in preparing its bid and work under this Agreement. Such report shall not be part of the Agreement. Any information obtained from such report or any information given on drawings as to surface and subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed and does not form a part of the Agreement. CONTRACTOR is required to make a visual examination of site and must make whatever test CONTRACTOR deems appropriate to determine surface and subsurface soil conditions. If, during the course of work under this Agreement, CONTRACTOR encounters subsurface or latent conditions which differ materially from those indicated in the soils investigation report, then CONTRACTOR shall notify the DISTRICT within five (5) working days of discovery of the condition.

WARNING: DISTRICT DOES NOT WARRANT THE SOILS AT THE PROJECT SITE NOR ANY INFORMATION CONTAINED IN ANY SOILS REPORT. SOILS INVESTIGATION REPORT IS PROVIDED FOR CONTRACTOR'S INFORMATION ONLY. CONTRACTOR HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROJECT SITE AND THE SOILS CONDITIONS OF THE SITE. DISTRICT DOES NOT WARRANT THE SOILS CONDITIONS OF THE SITE AND CONTRACTOR IS FULLY RESPONSIBLE TO ASCERTAIN SITE CONDITIONS FOR THE PURPOSES OF DETERMINING CONSTRUCTION MEANS AND METHODS PRIOR TO COMMENCING CONSTRUCTION.

(b) CONTRACTOR agrees that no claim against DISTRICT will be made by CONTRACTOR for damages and hereby waives any rights to damages in the event that during progress of work CONTRACTOR encounters subsurface or latent conditions at the worksite materially different from those shown on drawings or indicated in specifications.

ARTICLE 23. TESTS AND INSPECTIONS

(a) Tests and inspections will comply with California Code of Regulations and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction over the Project.

(b) If the Agreement, DISTRICT's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, CONTRACTOR shall give notice in accordance with such authority of its readiness for observation or inspection at least two (2) working days prior to being tested or covered up. If inspection is by authority other than DISTRICT, CONTRACTOR shall inform the DISTRICT's Inspector of the date fixed for such inspection. Required certificates of inspection shall be secured by CONTRACTOR. Observations by DISTRICT's Inspector shall be promptly made, and where practicable, at source of supply. If any work should be covered up without approval or consent of DISTRICT's Inspector, it must be uncovered for examination and satisfactorily reconstructed at CONTRACTOR's expense in compliance with the Agreement. Costs of tests, inspections and any materials found to be not in compliance with the Agreement shall be paid for by CONTRACTOR. Other costs for test and inspection shall be paid by the DISTRICT.

i. Utilize the Inspection Request Form included in the contract documents, for any tests or inspections needed for on-site work.

ARTICLE 24. 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 Agreement involves the excavation of any trench or trenches five (5) feet or more in depth, and the Project cost is in excess of \$25,000, the CONTRACTOR shall, in advance of excavation, submit to the DISTRICT for acceptance or to whomever DISTRICT designates which may include a registered civil or structural engineer employed by the DISTRICT to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the CONTRACTOR, and all costs therefore shall be included in the price named in the Agreement for completion of the work as set forth in the Project Documents. 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. Labor Code Section 6500 and 6705; Health and Safety Code Section 17922.5)

(c) If this Agreement involves the digging of trenches or excavations that extend deeper than four feet below the surface, the following shall apply pursuant to Public Contract Code section 7104:

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

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

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

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

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

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

ARTICLE 25. DOCUMENTS ON WORK

CONTRACTOR shall keep on the job site at all times one legible copy of all Project Documents, including addenda and change orders, and all approved drawings, plans, schedules and specifications. Said Documents shall be kept in good order and available to ARCHITECT, ARCHITECT's representatives, and all authorities having jurisdiction. CONTRACTOR shall be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project.

ARTICLE 26. STATE 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, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the costs of administration of the Agreement, shall be subject to the examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this Agreement .

ARTICLE 27. PREFERENCE FOR MATERIALS AND SUBSTITUTIONS

(a) One Product Specified. Unless the Plans and Specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.

(b) Request for Substitution. As indicated in the Information for Bidders, the bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified (“Specified Item”) and will completely accomplish the purpose of the Contract Document. If bidder desires to offer a Substitution for a Specified Item, such bidder must make a request in writing on the District’s Substitution Request Form (“Request Form”) and submit the completed Request Form with the bidder’s bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:

- 1) Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria (CSI comparison chart);
- 2) Will entail no changes in detail, construction and scheduling of related work;
- 3) Will be acceptable in consideration of the required design and artistic effect;
- 4) Will provide no cost disadvantage to the District;
- 5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- 6) Will require no change in the Contract Time.

In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the District denies bidder’s request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested Substitution, the bidder’s bid shall be considered non-responsive and the District may award the Contract to the next lowest bidder or in its sole discretion, release all bidders. In the event that bidder has agreed in the Request Form to provide the Specified Item and the District denies bidder’s requested substitution for a Specified Item, bidder shall execute the Agreement and provide the Specified Item without any additional cost or charge to the District, and if bidder fails to execute the Agreement with the Specified Item(s), bidder’s bid bond will be forfeited.

After the bids are opened, the apparent lowest bidder shall provide, within one (1) calendar days of opening such bids, any and all Drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District’s receipt of such evidence by bidder, the District will make its final decision as to whether the bidder’s request for Substitution for any Specified Items will be granted. The District shall have sole discretion in deciding as to whether a proposed request for Substitution is equal to or better than a Specified Item. Any request for Substitution which is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any Substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the Substitution. Any and all risks of delay due to DSA, or any other governmental agency having jurisdiction shall be on the bidder.

(c) In the event CONTRACTOR furnishes material, process, service or equipment other than what was specified by the DISTRICT and which has been accepted by the DISTRICT and which later is defective, then CONTRACTOR at its sole cost and expense shall furnish the DISTRICT specified material, process, service or equipment or fully replace with new the defective material process, service or equipment at DISTRICT’s discretion.

(d) In the event CONTRACTOR furnishes material, process service, or equipment more expensive than that specified, difference in cost of such material, process, service, or equipment so furnished shall be borne by CONTRACTOR. Any engineering, design fees, or approval agencies’ fees required to make adjustments in material or work of all trades directly or indirectly affected by the approved substituted items shall be borne entirely by CONTRACTOR. Any difference in cost between an approved substitution which is lower in cost than the originally specified item shall be refunded or credited by CONTRACTOR to DISTRICT.

(e) Price, fitness and quality being equal with regard to supplies, the District may prefer supplies grown, manufactured, or produced in California and next prefer supplies partially manufactured grown, or produced in California provided the bids of said suppliers or the prices quoted by them do not exceed by more than 5% of the lowest bids/prices quoted by out of state suppliers, the major portion of the manufacture of the supplies is not done outside of California and the public good will be served thereby. (Government Code section 4330-4334)

ARTICLE 28. SAMPLES

(a) CONTRACTOR shall furnish for approval, within fourteen (14) calendar days following award of contract, all samples as required in specifications together with catalogs and supporting data required by ARCHITECT. This provision shall not authorize any extension of time for performance of the work. ARCHITECT shall review such samples, as to conformance with design concept of work and for compliance with information given in Project Documents and approve or disapprove same within fourteen (14) working days from receipt of same.

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

(c) Samples 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 delays due to samples not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples which are of value after testing will remain the property of the CONTRACTOR.

ARTICLE 29. PROGRESS SCHEDULE

(a) Within five (5) calendar days after being awarded the contract, CONTRACTOR shall submit a progress schedule for DISTRICT's approval. The schedule shall indicate the beginning and completion dates of all phases of construction and shall use the "critical path method" (commonly called CPM) or equivalent scheduling methodology for the value reporting, planning and scheduling, of all work required under the Project Documents. The schedule will separately identify those milestones or events that must be completed before other portions of the work can be accomplished.

(b) The scheduling is necessary for the DISTRICT's adequate monitoring of the progress of the work and shall be prepared in accordance with the time frame described in Article 4 of the Agreement. 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 work not to be completed in accordance with the Agreement. CONTRACTOR shall adhere to any such modifications required by the DISTRICT.

(c) CONTRACTOR will exchange scheduling information with subcontractors and suppliers. CONTRACTOR will order work, equipment and materials with sufficient lead time to avoid interruption of the work.

(d) The CONTRACTOR shall submit to DISTRICT a monthly schedule to reflect the actual sequence of the work which shall be totally separate and apart from the original progress schedule.

(e) The CONTRACTOR shall also, if requested by the ARCHITECT or DISTRICT, provide revised schedules within ten (10) calendar days if, at any time, the ARCHITECT or DISTRICT, consider the completion date to be in jeopardy. The revised 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 for 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 will 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.

(f) 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 his/her right to obtain any extension of time.

(g) IT IS AGREED THAT THE DISTRICT OWNS THE "FLOAT" ON THIS PROJECT. 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 DAMAGES OR ANY OTHER DAMAGES DUE TO ANY SUCH REVISED SCHEDULE. NOTHING PROVIDED HEREIN SHALL BE CONSTRUED AS A DIRECT, INDIRECT OR IMPLICIT ACCELERATION ORDER TO THE CONTRACTOR.

(h) CONTRACTOR agrees that failure to timely submit the progress schedule, the monthly schedule or any revised progress schedule requested by the ARCHITECT or the DISTRICT may result in delay in payment to CONTRACTOR.

ARTICLE 30. MATERIALS AND WORK

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

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

(c) Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. DISTRICT has no obligation to pay for any prefabricated material stored offsite until delivered and installed to the jobsite and inspected and approved by the inspector of record.

(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 Agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by the CONTRACTOR.

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

installation of any such metering device or equipment, CONTRACTOR shall advise DISTRICT as to owner thereof.

(g) Nothing contained in this Article 30, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by CONTRACTOR for their protection or any rights under any law permitting such persons to look to funds due CONTRACTOR in hand of DISTRICT, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials or labor when no formal contract is entered into for such materials or labor.

(h) The title to new materials and/or equipment and attendant liability for its protection and safety, shall remain in 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 onsite/offsite storage except for immediate installation in the work; and CONTRACTOR shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the DISTRICT or its authorized representative.

ARTICLE 31. 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.

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

(c) CONTRACTOR shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor without the written consent of the ARCHITECT. 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 this 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.

ARTICLE 32. OBTAINING OF PERMITS, LICENSES AND EASEMENTS

(a) Permits, licenses, and certificates necessary for prosecution of work, shall be secured and paid for by CONTRACTOR, unless otherwise specified. All such permits, licenses, and certificates shall be delivered to the ARCHITECT before demand is made for the certificate of final payment. CONTRACTOR shall, and shall require subcontractors to, maintain contractors' licenses in effect as required by law.

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

- (c) Permits and charges for installation, and inspection thereof, of utility services by serving utilities shall be secured and paid for by DISTRICT.

ARTICLE 33. SURVEYS

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

ARTICLE 34. EXISTING UTILITY LINES; REMOVAL, RESTORATION

(a) Pursuant to Government Code Section 4215, the DISTRICT assumes the responsibility for removal, relocation, and protection of utilities located on the construction site at the time of commencement of construction under this Agreement with respect to any such utility facilities which are not identified in the plans and specifications. The CONTRACTOR shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the DISTRICT to provide for removal or relocation of such utility facilities. If the CONTRACTOR, while performing work under this Agreement, discovers utility facilities not identified by the DISTRICT in the plans or specifications, CONTRACTOR shall immediately notify the DISTRICT and the utility in writing. CONTRACTOR shall be compensated according to the provisions governing changes in the work.

(b) This Article 34 shall not be construed to preclude assessment against the CONTRACTOR for any other delays in completion of the work. Nothing in this Article shall be deemed to require the DISTRICT to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the construction site can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the site of the construction.

(c) As part of the work to be performed, CONTRACTOR shall provide the notices and proceed in accordance with Government Code Sections 4216.2, 4216.3 and 4216.4, and pay all fees charged pursuant to Government Code Section 4216, et seq.

ARTICLE 35. WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

(a) CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work as indicated and specified.

(b) If CONTRACTOR observes that drawings or specifications are at variance therewith, CONTRACTOR shall promptly notify ARCHITECT in writing and any changes deemed necessary by the ARCHITECT shall be adjusted as provided for changes in work. If CONTRACTOR performs any work which it knew, or through exercise of reasonable care should have known, to be contrary to such laws, ordinances, rules or regulations, and without such notice to ARCHITECT, CONTRACTOR shall bear all costs arising therefrom. Where plans, drawings or specifications state that materials, processes, or procedures must be approved by the Division of State Architect, State Fire Marshall, or other body or agency, CONTRACTOR shall be responsible for satisfying requirements of such bodies or agencies.

ARTICLE 36. ACCESS TO WORK

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

ARTICLE 37. PAYMENTS BY CONTRACTOR

CONTRACTOR shall pay:

- (1) For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered;
- (2) For all materials, tools, and other expendable equipment to the extent of ninety percent (95%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at site of Project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment are incorporated or used; and
- (3) To each of its subcontractors, not later than the 5th day following each payment to CONTRACTOR the respective amounts allowed CONTRACTOR on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein.
- (4) Within seven (7) days from the time that all or any portion of the retentions are received by CONTRACTOR from DISTRICT, to each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by CONTRACTOR is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract. CONTRACTOR may withhold from a subcontractor its portion of the retentions if a bona fide dispute exists between the subcontractor and the CONTRACTOR. The amount withheld from the retention shall not exceed one hundred fifty percent (150%) of the estimated value of the disputed amount.

ARTICLE 38. INSPECTOR'S FIELD OFFICE: Not required.

ARTICLE 39. UTILITIES

- (a) For all utilities, including but not limited to electricity, water, and gas, used on work, the CONTRACTOR may use DISTRICT's existing utilities by making prearranged payments to DISTRICT for utilities used by CONTRACTOR for the Project. Phone and data services must be provided by the Contractor.

ARTICLE 40. SANITARY FACILITIES

The CONTRACTOR shall provide sanitary temporary toilet facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The toilet facilities shall be maintained in a sanitary condition at all times and shall be left at the site until removal is directed by the Inspector. Use of toilet facilities in the work under construction shall not be permitted. When required, this cost will be included as a line item cost in the unit bid.

ARTICLE 41. CLEANING UP

CONTRACTOR at all times shall keep work site free from debris such as waste, rubbish, and excess materials and equipment caused by this work. CONTRACTOR shall not leave debris under, in, or about the work site, but shall promptly remove same. Upon completion of work, CONTRACTOR shall clean interior and exterior of building, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected. CONTRACTOR shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades,

planking, sanitary facilities and similar temporary facilities from site. If CONTRACTOR fails to clean up, the DISTRICT shall do so and the cost thereof shall be charged to the CONTRACTOR and deducted from any progress payment due.

ARTICLE 42. PATENTS, ROYALTIES, AND INDEMNITIES

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

ARTICLE 43. GUARANTEE

(a) CONTRACTOR warrants that the work (which includes any equipment furnished by CONTRACTOR as part of the materials) shall: (a) be free from defects in workmanship and material; (b) be free from defects in any design performed by CONTRACTOR; (c) 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 (d) be suitable for the use stated in the specifications.

(b) The warranty period for discovery of defective work shall commence on the date stamped on the Notice of Completion verifying County recordation and continue for the period set forth in the specifications or for one 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.

(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 or 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.

(d) In the event of failure of CONTRACTOR or Surety to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing, DISTRICT is hereby authorized to proceed to have defects repaired or replaced and made good at expense of CONTRACTOR and Surety who hereby agree to pay costs and charges therefore immediately on 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 Article. If the CONTRACTOR or Surety cannot be contacted or neither complies with the DISTRICT's requirements for correction within a reasonable time as determined by the DISTRICT, the DISTRICT may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the CONTRACTOR and Surety. Such action by the DISTRICT will not relieve

the CONTRACTOR and Surety of the guarantees provided in this Article or elsewhere in the Project Documents.

(f) This Article does not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. 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 Article shall be in writing on the Guarantee form included in the Project Documents.

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

(i) Nothing herein shall limit any other rights or remedies available to DISTRICT.

(j) The DISTRICT may collect its reasonable costs and attorneys' fees in any action to enforce this Article.

ARTICLE 44. DUTY TO PROVIDE FIT WORKERS

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

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

ARTICLE 45. PREVAILING RATES OF WAGES; RECORDS, APPRENTICES

(a) The Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Master Agreement will involve multiple applicable "public works" or "maintenance" projects, as defined by the Prevailing Wage Laws, and since the total compensation is One Thousand Dollars (\$1,000.00) or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. When determining the bid prices, Contractor shall include to the extent possible anticipated general prevailing wage rates for the time when work on the Project will actually be performed.

(b) Per Senate Bill 854, beginning June 20, 2014, the cost for prevailing wage enforcement was shifted to contractors and subcontractors who must pay required fees to the Department of Industrial Relations (DIR). Effective July 1, 2014, contractors and subcontractors who wish to bid or work on public works projects were required to register with the Department of Industrial Relations and pay the required annual fee. Contractor must also comply with certain minimum requirements to be properly

registered with the Department of Industrial Relations. Effective January 1, 2015, all projects (including this one) were subject to compliance monitoring and enforcement by the Department of Industrial Relations. Effective March 1, 2015, contractor and subcontractors must prove compliance with these new requirements, including appropriate registration with the Department of Industrial Relations. Effective April 1, 2015, no public works contract shall be awarded to a contractor or subcontractor who has not registered with the Department of Industrial Relations, and no contractor or subcontractor shall perform work on a public works project unless the firm is properly registered with the Department of Industrial Relations.

- (c) The Contractor and each subcontractor shall forfeit as a penalty to the District not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- (d) As a further material part of this Contract, Contractor agrees to hold harmless and indemnify the District, its Board and each member of the Board, its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its subcontractors to comply with the prevailing wage laws of the State of California. If the District or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its subcontractors to pay prevailing wages, Contractor agrees that the District and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the District and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the District and the other indemnified parties as a result of the action.

ARTICLE 46. HOURS OF WORK

- (a) As provided in Article 3, (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the CONTRACTOR or by any subcontractor on any subcontract under this Agreement upon the work or upon any part of the work contemplated by this Agreement shall be limited and restricted by the Agreement to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of CONTRACTOR in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- (b) The CONTRACTOR shall keep and shall cause each subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the work or any part of the work contemplated by this Agreement. 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.
- (c) Pursuant to Labor Code Section 1813, the CONTRACTOR shall pay to the DISTRICT a penalty of Twenty-Five Dollars (\$25) for each worker employed in the execution of this Contract by the CONTRACTOR or by any subcontractor for each calendar day during which such worker

is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

(d) Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to DISTRICT.

(e) City Ordinance Compliance: The contractor will verify and comply with all City Ordinances regarding noise and work hours. No work shall commence before 7am or continue after 7pm unless expressly permitted by City Ordinance. This includes workers arriving at the work site, and vehicles, or equipment being started, placed, or “warmed up.”

ARTICLE 47. PAYROLL RECORDS

(a) Pursuant to the provisions of Labor Code Section 1776, the CONTRACTOR shall keep and shall cause each subcontractor performing any portion of the work under this Agreement to keep an accurate payroll record, 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 in connection with the work.

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

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

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished, at no cost, upon request to a representative of the DISTRICT, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations (DIR). Further, the Contractor will comply with all certified payroll submittal and monitoring processes established as part of the DIR registration program.

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

(4) The form of certification shall be as follows:

I, _____ (Name-print), the undersigned, am (position in business) with the authority to act for and on behalf of _____ (Name of business and/or CONTRACTOR), certify under penalty of perjury that the records or copies thereof submitted and consisting of _____ (description, number of pages) **are in compliance with Labor Code Sections 1771, 1811 and 1815** and are the originals or true, full and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

Dated: _____ Signature:

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

(d) CONTRACTOR or any subcontractor shall file a certified copy of the payroll records enumerated in subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request. In the event that the CONTRACTOR or any subcontractor fails to comply within the 10-day period, the CONTRACTOR or subcontractor shall, as a penalty to the DISTRICT, forfeit Twenty-Five Dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Labor Code Section 1776(g).

(e) Any copy of payroll records made available for inspection as copies and furnished upon request to the public by the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR shall not be marked or obliterated.

(f) Copies of payroll records for the prior pay period shall also be submitted to the District with each application for payment. The CONTRACTOR shall inform the DISTRICT of the location of the payroll records enumerated under subdivision (a), including the street address, city and county, and shall, within five (5) working days, provide a written notice of a change of location and address.

(g) It shall be the responsibility of the CONTRACTOR to ensure compliance with the provisions of this Article 47 and the provisions of Labor Code Section 1776.

ARTICLE 48. NOT USED.

ARTICLE 49. APPRENTICES

(a) The CONTRACTOR acknowledges and agrees that, if this Agreement involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Agreement is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the CONTRACTOR to ensure compliance with this Article 49 and with 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 of the craft or trade to which he or she is registered.

(d) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed on public works. The employment and training of each apprenticeship 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 Agreement shall employ apprentices in at least the ratio set forth in Section 1777.5 and apply to the applicable joint apprenticeship committee for a certificate approving the 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 Agreement, the number of apprentices to be employed and the approximate dates the apprentices will be employed.

(g) If the CONTRACTOR or subcontractor willfully fails to comply with Labor Code Section 1777.5, then, upon a determination of noncompliance by the Chief of the Division of Apprenticeship Standards, the CONTRACTOR or subcontractor shall be subject to the penalties imposed under Labor Code Section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council. (h)

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

(h) CONTRACTOR shall become fully acquainted with the law regarding apprentices prior to commencement of the work. Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and Title 8, California Code of Regulations, Section 200, et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 8th Floor, San Francisco, California 94102, (415) 703-4920.

ARTICLE 50. LABOR - FIRST AID

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

ARTICLE 51. PROTECTION OF PERSONS AND PROPERTY

(a) The CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Agreement and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the DISTRICT. CONTRACTOR shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions. All work shall be solely at the CONTRACTOR's risk with the exception of damage to the work caused by "acts of God" as defined in Public Contract Code Section 7105.

(b) CONTRACTOR shall take, and require subcontractors to take, all necessary precautions for safety of workers and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to the work site and to provide a safe and healthful place of employment. CONTRACTOR shall furnish, erect and properly maintain at all times, as directed by DISTRICT or ARCHITECT or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. CONTRACTOR shall designate a responsible employee, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so

designated shall be reported in writing to DISTRICT by CONTRACTOR. CONTRACTOR shall correct any violations of safety laws, standards, orders, rules, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected immediately by the CONTRACTOR at CONTRACTOR's expense.

(c) In an emergency affecting safety of person or of work or of adjoining property, CONTRACTOR, without special instruction or authorization from ARCHITECT or DISTRICT, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and CONTRACTOR shall so act if so authorized or instructed by Architect or DISTRICT. Any compensation claimed by CONTRACTOR on account of emergency work shall be determined by written agreement with the DISTRICT.

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

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

(1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; perform work which may interfere with school routine before or after school hours; enclose working area with a substantial barricade; not allow any unauthorized individuals on the site; require all workers on the Project to be conspicuously identified either by a firm logo on their clothing or prominent identification badge and arrange work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities.

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

(3) Deliver materials to building area over route designated by DISTRICT.

(4) When directed by DISTRICT, take preventive measures to eliminate objectionable dust.

(5) Enforce all instructions of DISTRICT and ARCHITECT regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on construction site.

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

ARTICLE 52. NON-DISCRIMINATION

In the performance of the terms of this Agreement, CONTRACTOR agrees that it will not engage in nor permit such subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex of such persons.

ARTICLE 53. SCHEDULE OF VALUES AND PERIODICAL ESTIMATES

(a) For each project initiated under this Master Agreement, the Contractor will produce a line item quote correlated to the scope items listed on Bid Form-2. This will be used as the basis to issue purchase orders for individual projects.

(1) Within ten (10) calendar days of award of contract a detailed schedule of values giving complete breakdown of contract price for each component of the Project or site which shall include all subcontractor/supplier agreements showing dollar amounts of these agreements to justify the schedule of values, and contract price may be used as the schedule of values if agreed upon by both parties.

(2) A periodical itemized estimate of work done for purpose of making partial payments thereon. Change order work shall be clearly identified on a separate schedule of values.

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

(b) Values employed in making up any of these schedules are subject to the ARCHITECT's written approval and will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from contract price.

ARTICLE 54. CONTRACTOR CLAIMS

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

ARTICLE 55. DISPUTES - ARCHITECT'S DECISIONS

(a) The ARCHITECT shall, within a reasonable time, make decisions on all matters relating to the CONTRACTOR's execution and progress of the work. The decisions of the ARCHITECT shall not be binding, but shall be advisory only on the CONTRACTOR for the purpose of CONTRACTOR's obligation to proceed with the work.

(b) 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 the Agreement and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or as to the amount of payment which is disputed by the DISTRICT of Three Hundred Seventy Five Thousand Dollars (\$375,000) or less shall be subject to the settlement procedures set forth in Public Contract Code Section 20104, et seq. which provisions are incorporated herein by reference.

(c) In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement 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 Agreement nor stop the progress of the work, but CONTRACTOR's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Orange County, having competent jurisdiction of the dispute, after the Project has been completed, and not before.

ARTICLE 56. PAYMENTS

(a) CONTRACTOR shall utilize form AIA G702, as the cover sheet for ALL APPLICATIONS FOR PAYMENT ON THIS PROJECT. AIA form G703 "Continuation Sheet," will be used as a billing back-up sheet and in calculating progress payments.

(b) Unless otherwise specified in writing, each month within thirty (30) days after receipt by the DISTRICT of the monthly progress schedule and an undisputed, properly submitted payment request from CONTRACTOR which has been certified for payment by the Inspector and the Architect, there shall be paid to CONTRACTOR a sum equal to ninety percent (95%) of value of work performed and of materials delivered to the jobsite and inspected and approved by the inspector of record and subject to or under the control of the DISTRICT and unused up to the last day of the previous month, less aggregate previous payments. Public Contract Code Section 20104.50 Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by CONTRACTOR on a form approved by DISTRICT and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or Surety from any damages arising from such work or from enforcing each and every provision of this Agreement, and DISTRICT shall have the right subsequently to correct any error made in any estimate for payment. CONTRACTOR SHALL NOT BE ENTITLED TO HAVE ANY PAYMENT ESTIMATES PROCESSED OR BE ENTITLED TO HAVE ANY PAYMENT FOR WORK PERFORMED SO LONG AS ANY LAWFUL OR PROPER DIRECTION CONCERNING WORK, OR ANY PORTION THEREOF, GIVEN BY THE DISTRICT OR ARCHITECT SHALL REMAIN UNCOMPLIED WITH BY THE CONTRACTOR. CONTRACTOR AGREES TO THE FIVE PERCENT (5%) RETENTION ON ALL PROGRESS PAYMENTS. Public Contract Code Section 9203.

(c) DISTRICT has discretion to require from the CONTRACTOR any of the following information with the application for payment: (i) certified payroll covering the period of the prior application for payment; (ii) unconditional waivers and releases from all subcontractors/suppliers for which payment was requested under the prior application for payment; and/or (iii) receipts or bills of sale for any items. CONTRACTOR agrees that payment may be contingent upon District receiving any one or more of these documents.

(d) Before payment is made hereunder, a certificate in writing shall be obtained from the ARCHITECT stating that the work for which the payment is demanded has been performed in accordance with the terms of the Project Documents and that the amount stated in the certificate is due under the terms of the Project Documents, which certificate shall be attached to and made a part of the claim made and filed with the DISTRICT, provided that if the ARCHITECT shall, within three (3) days after written demand therefore, fail to deliver such certificate to the DISTRICT, the CONTRACTOR may file its claim with the DISTRICT without said certificate, but together with such claim shall be filed a statement that demand was made for such certificate and that the same was refused. Thereupon, the DISTRICT will either allow said claim as presented or shall, by an order entered on the minutes of said DISTRICT state the reasons for refusing to allow said claim. It is understood, moreover, that the certificate of the ARCHITECT shall not be conclusive upon the DISTRICT, but advisory only.

(e) Upon receipt of CONTRACTOR's payment request, DISTRICT shall review the payment request as soon as practicable after receipt for the purpose of determining that the payment request is proper. Any payment request determined not to be proper shall be returned to the CONTRACTOR as soon as practicable but not later than seven (7) days after receipt and shall be accompanied by a document setting forth in writing the reasons(s) why the payment request was not proper. Public Contract Code Section 20104.50

(f) NO PAYMENT BY DISTRICT HEREUNDER SHALL BE INTERPRETED SO AS TO IMPLY THAT DISTRICT HAS INSPECTED, APPROVED, OR ACCEPTED ANY PART OF THE WORK.

(g) Unless otherwise provided, on or before making request for final payment of the undisputed amount due under the Agreement, CONTRACTOR shall submit to DISTRICT, in writing a summary of all claims for compensation under or arising out of this Agreement 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 Agreement, 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.

(h) CONTRACTOR shall pay each of its subcontractors from whom retention has been withheld each subcontractor's share of the retention received within seven (7) days from the time that all or any portion of the retention are received by the CONTRACTOR subject to any limitations set forth in Public Contract Code Section 7107(e).

(i) The final payment of the five percent (5%) retention of the value of the work done under this Agreement, if unencumbered, shall be made thirty-five (35) days after recording by the DISTRICT of the Notice of Completion at the County Recorder's Office. APPROVAL OF COMPLETION OF THE PROJECT WILL BE MADE ONLY BY ACTION OF THE GOVERNING BOARD OF DISTRICT. Public Contract Code Section 7107.

ARTICLE 57. CHANGES AND EXTRA WORK

(a) DISTRICT may, as provided by law and without affecting the validity of this Agreement, order changes, modifications, deletions and extra work by issuance of written change orders from time to time during the progress of the Project, contract sum being adjusted accordingly. All such work shall be executed under conditions of the original Agreement except that any extension of time caused thereby shall be adjusted at time of ordering such change. DISTRICT has discretion 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.

(b) Notwithstanding any other provision in the Project 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 covered by the change order unless otherwise provided in the change order. The amount of the compensation due CONTRACTOR shall be calculated pursuant to subparagraph (e) of this Article 57. The entire compensation shall not include any additional charges not set forth in subparagraph (e) and shall not include delay damages (due to processing of a change order, refusal to sign a change order) indirect, consequential, and incidental costs including any project management costs, extended home office and field office overhead, administrative costs and profit other than those amounts authorized under subparagraph (e) of this Article 57.

(c) In giving instructions, ARCHITECT shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with purposes of the Project. The DISTRICT's Assistant Superintendent of Business Services may authorize changes in work involving a change in cost that does not exceed Fifteen Thousand Dollars \$15,000. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from DISTRICT, authorized by action of the governing board, and no claim for addition to contract sum shall be valid unless so ordered.

(d) If the ARCHITECT determines that work required to be done constitutes extra work outside the scope of the Agreement, the ARCHITECT shall send a request for a detailed proposal to the CONTRACTOR. CONTRACTOR will respond with a detailed proposal within five (5)

calendar days of receipt of the Request for Proposal which shall include a complete itemized cost breakdown of all labor and materials showing actual quantities, hours, unit prices, and the wage rates required for the change. If the change order involves a change in construction time, a request for the time change shall accompany the change order cost breakdown. All such requests for time shall be specified by CONTRACTOR as either "work days" or "calendar days." Any request for time received with only the designation of "days" shall be considered calendar days. The term "work days" as used in this paragraph shall mean Monday through Friday, excluding Saturdays, Sundays and federal/State of California observed holidays. If the work is to be performed by a subcontractor, CONTRACTOR must include a bid from the subcontractor containing the same detailed information as required for CONTRACTOR. No extensions of time will be granted for change orders that, in the opinion of the ARCHITECT, do not affect the critical path of the Project.

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

(1) By mutual written acceptance of a lump sum proposal from CONTRACTOR properly itemized and supported by sufficient substantiating data to permit evaluation by DISTRICT and ARCHITECT.

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

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

(A) Daily Reports by Contractor.

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

(ii) Labor. The report shall show names of workers, classifications, and hours worked and hourly rate. Project Superintendent expenses are not allowed.

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

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

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

(B) Basis for Establishing Costs

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

(ii) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the work site in the quantities involved, plus sales tax, freight and delivery. The DISTRICT reserves the right to approve materials and sources of supply, or to supply materials to the CONTRACTOR if necessary for the progress of the work. No markup shall be applied to any material provided by the DISTRICT.

(iii) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$100 or less or where an invoice is not provided.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental source, or distributors, at the time the work is performed. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included.

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

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

(iv) Other Items. The DISTRICT may authorize other items which may be required on the extra work. Such items include labor, services, material and equipment which are different in their nature from those required by the work and which are of a type not ordinarily available from the CONTRACTOR or any of the subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.

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

(C) The following form shall be used as applicable by the DISTRICT and CONTRACTOR to communicate proposed additions and deductions to the Agreement.

EXTRA CREDIT

- i. Material/Equipment (attach itemized quantity and unit cost plus sales tax) _____

- ii. Labor (attach itemized hours and rates) _____

- iii. Subtotal _____

- iv. If subcontractor performed work, add Subcontractor's overhead and profit to portions performed by it, not to exceed 15% of Item iii. above _____

- v. Subtotal _____

- vi. General Contractor's Overhead and Profit, not to exceed 15% of Item v if Contractor performed the work. If subcontractor performed the work, not to exceed 5% of Item v. Of portions performed by Contractor and subcontractors, portions performed by Contractor shall not exceed 15% of Item V, and portions performed by Subcontractor shall not exceed 5% of Item v. _____

- vii. Subtotal _____

- viii. Bond and Liability Insurance Premium, if in fact additional bonds or insurance were actually purchased, not to exceed 1% of Item vii. _____

- ix. Total _____

(4) IT IS EXPRESSLY UNDERSTOOD THAT THE VALUE OF SUCH EXTRA WORK OR CHANGES, AS DETERMINED BY ANY OF THE AFOREMENTIONED METHODS, EXPRESSLY INCLUDES ANY AND ALL OF CONTRACTOR'S COSTS AND EXPENSES, BOTH DIRECT AND INDIRECT, RESULTING FROM ADDITIONAL TIME REQUIRED ON THE PROJECT, OR RESULTING FROM DELAYS TO THE PROJECT. ANY COSTS OR EXPENSES NOT INCLUDED ARE DEEMED WAIVED. FOR PURPOSES OF DETERMINING THE COST, IF ANY, OF ANY EXTRA WORK, CHANGE, ADDITION OR OMISSION HEREUNDER, ALL TRADE DISCOUNTS, REBATES, REFUNDS, AND ALL RETURNS FROM THE SALE OF SURPLUS MATERIALS AND EQUIPMENT SHALL ACCRUE AND BE CREDITED TO CONTRACTOR, AND CONTRACTOR SHALL ENSURE THAT SUCH DISCOUNTS, REBATES, REFUNDS, AND RETURNS MAY BE SECURED,

AND THE AMOUNT THEREOF SHALL BE ALLOWED AS A REDUCTION OF CONTRACTOR'S COST IN DETERMINING THE ACTUAL COST OF CONSTRUCTION FOR PURPOSES OF ANY EXTRA WORK, CHANGE, ADDITION OR OMISSIONS IN THE WORK AS PROVIDED HEREIN.

(f) If the CONTRACTOR should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates the DISTRICT to pay additional compensation to CONTRACTOR or to grant an extension of time, or constitutes a waiver of any provision in the Agreement, CONTRACTOR shall notify the DISTRICT, in writing, of such claim within five (5) calendar days from the date CONTRACTOR has actual or constructive notice of the factual basis supporting the claim. The notice shall state the factual bases for the claim and cite in detail the Project Documents (including plans and specifications) upon which the claim is based. The CONTRACTOR's failure to notify the DISTRICT within such five (5) day period shall be deemed a waiver and relinquishment of such a claim. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in these General Conditions.

(g) "PROHIBITED USAGE OF CONTRACTOR QUALIFYING LANGUAGE STAMPS ON DISTRICT DRAWINGS OR CONTRACT FORMS." Contractor shall not countersign or endorse any form, drawing, change order, contract or other documents with any conditions not mutually agreed to in advance by the DISTRICT and the CONTRACTOR. Endorsement of a contract, change order, specification, drawing or form with the following: "This change order is being executed without waiver of the right to seek additional compensation for such services," shall be of no legal force or effect.

ARTICLE 58. COMPLETION

(a) The DISTRICT shall accept completion of the Project and have the Notice of Completion recorded with the County within ten (10) days of acceptance of completion of the Project when the entire work, including punch list items, shall have been completed to the satisfaction of the DISTRICT. Civil Code Section 3093. The work may only be accepted as complete by action of the DISTRICT's Governing Board.

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

(c) A final walk through of the Project to determine completion and to record the Notice of Completion shall occur only upon a valid claim by CONTRACTOR that the Project is complete except for minor corrective items. Any erroneous claims of completion by CONTRACTOR resulting in a premature walk through shall be at CONTRACTOR's sole cost and expense and DISTRICT shall make adjustments to the contract price by reducing the amount thereof to pay for any costs incurred by the DISTRICT due to the erroneous claims by the CONTRACTOR that the Project is complete. Minor corrective items shall be identified in the final walk through of the Project.

(d) If the CONTRACTOR fails to complete the minor corrective items prior to the expiration of the thirty-five (35) day period immediately following recording of the Notice of Completion, the DISTRICT shall withhold from the final payment an amount equal to one hundred fifty percent (150%), as determined by the DISTRICT, of the amount of each item until such time as the item is completed. Public Contract Code Section 7107. At the end of such 35-day period, if there are items remaining to be corrected, the DISTRICT may elect to proceed as provided in Article 59 (b) entitled "Adjustments to Contract Price."

ARTICLE 59. ADJUSTMENTS TO CONTRACT PRICE

- (a) If CONTRACTOR defaults or neglects to carry out the work in accordance with the Project Documents or fails to perform any provision thereof, DISTRICT may, after ten (10) days written notice to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies.
- (b) The DISTRICT shall adjust the total contract price by reducing the amount thereof by the cost of making good such deficiencies. If DISTRICT deems it inexpedient to correct work not done in accordance with the Project Documents, an equitable reduction in the contract price shall be made therefore.

ARTICLE 60. CORRECTION OF WORK

- (a) CONTRACTOR shall promptly remove all work identified by DISTRICT as failing to conform to the Project Documents, whether incorporated or not. CONTRACTOR shall promptly replace and re-execute its own work to comply with Project Documents without additional expense to DISTRICT and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- (b) If CONTRACTOR does not remove such work within a reasonable time, fixed by written notice, DISTRICT may remove it and may store the material at CONTRACTOR's expense. If CONTRACTOR does not pay expenses of such removal within ten (10) days' time thereafter, DISTRICT may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by CONTRACTOR.

ARTICLE 61. EXTENSION OF TIME - LIQUIDATED DAMAGES

- (a) The CONTRACTOR and DISTRICT hereby agree that the exact amount of damages for failure to complete the work within the time specified (for each individual purchase order initiated against this Master Agreement) is extremely difficult or impossible to determine. CONTRACTOR shall be assessed liquidated damages for each and every day the work (for each individual purchase order initiated against this Master Agreement) required under the Project Documents remains unfinished past the time for completion, as set forth in the Agreement, and any extensions of time granted by the DISTRICT to the CONTRACTOR under the terms of the Project Documents. The CONTRACTOR will pay to the DISTRICT or DISTRICT may retain from amounts otherwise payable to the CONTRACTOR, said amount for each day after failure to meet the requirements of the contract completion as scheduled in the Agreement. Government Code Section 53069.85 For purposes of this article, the work shall be considered "complete" in accordance with the provisions of Article 58, "COMPLETION", except that the work may be considered complete without formal acceptance by the DISTRICT Governing Board so long as the Governing Board, at its next regularly scheduled meeting, accepts the work.
- (b) CONTRACTOR shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of CONTRACTOR, including but not restricted to acts of God. CONTRACTOR shall within ten (10) days of beginning of any such delay, notify DISTRICT in writing of causes of delay. CONTRACTOR shall provide documentation and justification to substantiate the delay and its relation to the Project's critical path. DISTRICT shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The DISTRICT's finding of fact thereon shall be final and conclusive on the parties hereto. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected.

ARTICLE 62. PAYMENTS WITHHELD

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

- (1) Payments which may be past due and payable for just claims against CONTRACTOR or any subcontractors, or against and about the performance of work on the Project, including, without limitation, payments made pursuant to the Article entitled "PAYMENTS BY CONTRACTOR."
- (2) The cost of defective work which CONTRACTOR has not remedied.
- (3) Liquidated damages assessed against CONTRACTOR.
- (4) Penalties for violation of labor laws.
- (5) The cost of materials ordered by the DISTRICT pursuant to Article 30 entitled "MATERIALS AND WORK."
- (6) The cost of completion of this Agreement if there exists a reasonable doubt that this Agreement can be completed for the balance then unpaid to CONTRACTOR.
- (7) Damage to DISTRICT, another contractor, or subcontractor.
- (8) Site clean-up as provided in Article 41 entitled "CLEANING UP."
- (9) Payments to indemnify, defend, or hold harmless the DISTRICT.
- (10) Any payments due to the District including but not limited to payments for failed tests, utilities or imperfections.
- (11) Extra services for ARCHITECT, or PROJECT MANAGER.
- (12) Extra services for the INSPECTOR including but not limited to reinspection required due to CONTRACTOR's failed tests, or installation of unapproved or defective materials, and CONTRACTOR's premature or invalid requests for inspection, and CONTRACTOR's failure to attend the inspection.
- (13) Failure of CONTRACTOR to submit on a timely basis, proper and sufficient documentation required by the Project 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.
- (14) Any other obligation(s) of the DISTRICT which the DISTRICT is authorized and/or compelled by law to perform.

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

(c) DISTRICT may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, DISTRICT shall make such payments on behalf of CONTRACTOR. If any payment is so made by DISTRICT, then such amount shall be considered as a payment made under contract by DISTRICT to CONTRACTOR and DISTRICT shall not be liable to CONTRACTOR for such payments made in good faith. Such payments may be made

without prior judicial determination of claim or obligations. DISTRICT will render CONTRACTOR an accounting of such funds disbursed on behalf of CONTRACTOR.

(d) As an alternative to payment of such claims or obligations, DISTRICT, in its sole discretion, may reduce the total contract price as provided in Article 59 entitled "ADJUSTMENTS TO CONTRACT PRICE."

ARTICLE 63. TAXES

(a) CONTRACTOR will pay all applicable federal, state and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Project Documents.

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

ARTICLE 64. NO ASSIGNMENT

The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement 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 Agreement 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 the Agreement 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.

ARTICLE 65. NOTICE

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

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

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

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

ARTICLE 66. NO WAIVER

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

ARTICLE 67. NON-UTILIZATION OF ASBESTOS MATERIAL

(a) The CONTRACTOR will be required to execute and submit the Certificate Regarding Non-Asbestos Containing Materials.

(b) Should asbestos containing materials be installed by the CONTRACTOR or any SUB-CONTRACTOR in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will meet the following criteria:

(1) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).

(2) The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

(3) The asbestos consultant shall be chosen and approved by the DISTRICT who shall have sole discretion and final determination in this matter.

(4) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

(c) Cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs as may be incurred by the DISTRICT shall be borne entirely by the CONTRACTOR.

(d) Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the CONTRACTOR at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, the CONTRACTOR acknowledges the above and agrees to hold harmless the DISTRICT, its Governing Board, employees, agents, and ARCHITECT and assigns for all asbestos liability which may be associated with this work. The CONTRACTOR further agrees to instruct his/her employees and all SUB-CONTRACTORS with respect to the above mentioned standards, hazards, risks and liabilities.

ARTICLE 68. LEAD

(a) The CONTRACTOR will be required to execute and submit the Lead Containing Materials Notice and Certification.

(b) Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the CONTRACTOR or any SUB-CONTRACTOR shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization or renovation of any existing school facility.

ARTICLE 69. CRIMINAL RECORDS CHECK

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application. The CONTRACTOR or any SUB-CONTRACTOR shall not permit an employee to come in contact with DISTRICT pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The CONTRACTOR or any SUB-CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. Criminal Records Check Certification by CONTRACTOR and SUB-CONTRACTOR is included in the Project Documents.

ARTICLE 70. TOBACCO FREE POLICY

(a) The CONTRACTOR will be required to execute and submit the Tobacco Free Work Place Certification.

(b) CONTRACTOR has been advised and is aware that DISTRICT has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on DISTRICT property. CONTRACTOR shall be responsible for the enforcement of DISTRICT's tobacco-free policy among all CONTRACTOR's employees and subcontractors while on DISTRICT property. CONTRACTOR understands and agrees that should any employee or subcontractor of CONTRACTOR violate the DISTRICT's Board Policy after having already been warned once for violating DISTRICT's tobacco-free policy, CONTRACTOR shall remove the individual for the duration of the Project. CONTRACTOR shall not be entitled to any additional compensation and/or time in completing the Project for such removal.

ARTICLE 71. GOVERNING LAW

The laws of the State of California shall govern the Project and the Agreement.

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SUPPLEMENTARY GENERAL CONDITIONS

0. GENERAL NOTE

A. These Supplementary General Conditions are intended to supplement or revise the General Conditions for this project. In the event of a conflict between the two documents, the Supplementary General Conditions shall take precedence over the General Conditions. If an item has conflicts or is unclear, the Contractor will bid and be bound to the item which will result in a higher cost or quality, or will be held to both standards if not in conflict.

1. Article 1, DEFINITIONS - Add or Modify the Following Items:

- A. ARCHITECT - Consulting Project Architect licensed by the State of California and retained by each school district, as opposed to the Architect of the portable building plans.
- B. PLAN APPROVAL - When the word approval appears in association with the plans or specifications, it shall indicate that the designated agency has reviewed the specified plans and/or materials and has certified compliance with these. Approvals must be written authorizations by the District, Architect or Project Manager.
- C. CONTRACTOR - The Company responsible for performance of the terms of the contract issued by the school district or public agency.
- D. MANUFACTURER - The company who manufactures the relocatables.
- E. DSA - Division of the State Architect, State of California.
- F. INSPECTOR - A building inspector approved by DSA and employed by school district or public agency with duties delineated in the contract documents, and applicable building codes.
- G. Item (m) Subcontractor: Add: This shall refer to any tier of subcontractor on the project.
- H. Item (o) Work: Add the words: "or reasonably inferable from the Contract Documents.
- I. Add item (q) Substantial Completion (as Opposed to Final Completion): Is stage in the progress of the Work when the Work is complete in accordance with the Contract Documents, except for certain minor corrective items commonly referred to in the construction industry as "punchlist" items, such that the District can occupy or utilize the Project for its intended use; provided that, as a condition precedent to Substantial Completion, the Architect or Program Manager and Inspector shall have each agreed that the work and Project have reached a stage of substantial completion and the District shall have received all permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial use of the Project.

2. Article 4, CONTRACTOR'S SUPERVISION, PROSECUTIONS, AND PROGRESS

- A. The Contractor's Superintendent shall be present on site on a full time basis and will not share superintendent duties with another project or job.
- B. The Superintendent will give efficient supervision over all sub-contractors, suppliers, etc. using the best skill and attention. All requests for information on the project will be routed to the Architect or Program Manager through the superintendent.

- C. The District reserves the right to request a change of Superintendent if the District feels (in their sole discretion) that a change will be in the best interests of completing the project within the stipulated schedule and budget.

3. Article 17, DRAWINGS AND SPECIFICATIONS

- A. In preparing the bid for this project, any Work called for on the Drawings and not by the Specifications, or vice versa, or called for on one Drawing sheet but not on others, shall be priced and fully included in the bid. For bidding purposes, the Contractor shall bid the more stringent requirement or the more complete and comprehensive process in the even of conflicts or discrepancies in the Drawings or Specifications. Should the District desire during the construction phase of the Project (after bid), to direct the use of the simpler or less comprehensive process of the Work or processes in conflict, the Contractor will be issued a credit Change Order for the dollar difference between the District directed Work or method and the more elaborate or comprehensive Work or method that was used in bidding.
- B. Requests for information: Utilize the form provided. Inspector to review and sign prior to submittal to verify the questions is valid.
- C. Copies of Plans and Specifications: The Contractor shall be responsible for the cost of printing all sets of plans and specifications needed for the project. The Architect will provide a pdf electronic file of said documents, when requested.

4. Article 20, SHOP DRAWINGS (AND SUBMITTALS)

- A. This Article pertains to all items which are indicated to be submitted for approval (submittals) including but not limited to Fabrication Shop Drawings, Product Data, Material Certificates, Samples, etc. Utilize Shop Drawing and Submittal Transmittal Form included in contract documents for all submittals.
- B. Submit pertinent product data for each item as required by specifications and as follows:
 - 1. Scheduled items, equipment, accessories, etc: (one or more exact products is specified or scheduled)
 - a. Use specified material (indicate which will be used where a choice is given), or submit substitution in accordance with the contract documents.
 - 2. Acceptable Manufacturers (where one or more manufacturer is listed, but no exact models are scheduled):
 - a. Submit product data including model number, etc. of exact product being installed in the work. Comply with all provisions of the contract documents.

3. Accessories (minor items which are not specifically scheduled as to manufacturer or model):
 - a. Comply with referenced and industry standards; provide materials which are compatible with adjacent and adjoining materials and equipment.
- C. Any items which require submittals, which are installed without gaining approval, will be considered unacceptable work, to be removed at the Contractor's expense.
- D. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
 - a. Allow ten days for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow ten days for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- E. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.

- e. Name and address of subcontractor.
- f. Name and address of supplier.
- g. Name of manufacturer.
- h. Number and title of appropriate Specification Section.
- i. Drawing number and detail references, as appropriate.

5. New Article 72, CONTRACTORS AND SUB-CONTRACTORS CONDUCT, EMPLOYEE CRITERIA, AND WORK SITE CONDITIONS

- (a) The Contractor shall be fully responsible for the conduct and appearance of his employees and sub-contractors at the job site and for any damage to District property, or loss of personal property caused by his employees and sub-contractors. Repairs or replacement, at the option of the District, may be made by the Contractor or by the District and charged to the Contractor, as deductions in payment. (See Article 47, General Terms and Conditions.)
- (b) The Contractor and all sub-contractors must have an English speaking supervisor on site at all times.
- (c) Care Around Schools and Children. The Contractor acknowledges that the work to be performed under this Contract will be done in schools and that it is possible that students may be in the immediate area at any time. Contractor shall advise all employees to use care, respect and discretion when working in these surroundings. There will be no loud music played on occupied work sites. All personnel will wear company shirts/uniforms, or will be identified with a name or company badge, or tag. No images of alcohol, drugs, nudity or curse words may be displayed on clothing, tools or vehicles while on District property.
- (d) Work Site. All areas shall be cleaned and left free of debris accumulated as a result of the work performed. Items which may be used for graffiti or vandalism must be removed off site, or stored in locked containers.
- (e) The Contractor shall be responsible for ensuring that each of its employees, and any employees of its subcontractors, materials suppliers and others providing any work or services in connection with the Project, who arrive at the Project Site during school hours when the School is in operation, shall check in at the School's administrative office before otherwise entering in and upon the Project Site. School staff shall escort all such persons to the locations on the Project Site where they are required and/or permitted to be in connection with the Work.
- (f) The employees of the Contractor, its subcontractors, materials suppliers and others providing any work or services in connection with the Project must enter the School grounds and travel to the Project Site using only the designated entry gate and path of travel as shown on the construction documents. The Contractor must sign for and obtain from the District a key for such designated gate. The Contractor must return such key (and all copies of such key) to the District upon completion of the Project.
- (g) At no time shall the employees or other personnel of the Contractor, its subcontractors, materials suppliers or others providing any work or services in connection with the Project be in the vicinity

or in the presence of any student or students at the School unless a member of the School or District staff is also present.

6. New Article 73, SITE WORK REGULATORY REQUIREMENTS: If the Contract/Purchase Order includes optional line items for on-site work such as excavation, grading, soil imports or exports, or concrete foundations, the Contractor will comply with all the applicable codes and requirements including but not limited to the following:
 - (a) Imported soil criteria and procedures established by the Department of Toxic Substances Control (DTSC.)
 - (b) Dust, Air Quality, and Equipment usage controls and restrictions established by the South Coast Air Quality Management District (SCAQMD.)
 - (c) Erosion and Storm Drainage Procedures and Controls per the State Water Resources Control Board (SWRCB).

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Bidder's Request for Information:

2017 District-Wide Contract for the Purchase And Installation of of DSA
Approved Portable Buildings, Project CEPU, #N15-2017/18
Centralia School District

Bidder's Company:

Contact Name: _____
Phone #: _____ Email: _____
Trade: _____
Reference: _____
Drawing #: _____ Spec. #: _____
Question: _____ Date Submitted: _____

Proposed Solution:

Response By: _____ **Date Returned:** _____

Questions Must be emailed to the Program Manager (Cindy@schoolhausinc.com) **no later than 5:00pm on Tuesday, September 26, 2017**

Construction Request for Information (Article 17)

Project: 2017 District-Wide Contract for Purchase/Installation of DSA Approved
Portable Buildings
Project No: CEPU, #N15-2017/18

From (Company): _____

Contact Name: _____

Phone #: _____ Fax #: _____

Trade: _____

Date Submitted: _____ **Response Urgency:** _____

Reference: (Please indicate the exact location in the plans or specs)

Sheet #: _____ Spec. #: _____

Drawing #: _____ Page #: _____

Note #: _____

Reviewed by Inspector prior to submittal: _____

Question:

Proposed Solution:

Response: By: _____ **Date Returned:** _____

SHOP DRAWING TRANSMITTAL
General Conditions Article 20

The procedure governing shop drawing and material samples or submittals is contained in the General Conditions. In addition, all Supplementary General Conditions, and Specifications must be followed by the CONTRACTOR.

Failure to comply with all requirements will constitute grounds for return of the shop drawing for proper resubmittal. CONTRACTOR shall sequentially number each submittal.

Date: _____ Submittal No.: _____

From: _____ To: _____

Project Name: 2017 District-Wide Contract for the Purchase and Installation of DSA
Approved Portable Buildings Project No: CEPU, #N15-2017-18

This is a(n): Original _____

 Submittal _____

 2nd Submittal _____

 [] Submittal _____

Subject of Submittal:	Equipment	Specification
	Designation:	Section(s):

Complete either (a) or (b)

Check One:

(a) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown (no exceptions). _____

(b) We have verified that the material or equipment contained in this submittal meets all the requirements specified or shown, except for the following deviations (List deviations on attached sheet). _____

The CONTRACTOR has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings that does not conform to the Project Documents. This shop drawing has been coordinated with all other shop drawings received to date by CONTRACTOR and this duty of coordination has not been delegated to subcontractors, material suppliers, the ARCHITECT, or the engineers on this Project.

Signature of Contractor or
Supplier

Contractors Request for Inspection (Article 23)

Project: 2017 District-Wide Contract for Purchase and Installation of
DSA Approved Portable Buildings
Project No: CEPU, #N15-2017/18

Inspection Request By (Company): _____

Contact Name: _____

Phone #: _____ Email: _____

Trade: _____

Date Submitted: _____

Inspection Requested for:

Site: _____

Area Located: _____

Item Requiring Inspection: _____

Date/Time of Requested Inspection: _____

Priority Status: _____

Inspector's Response: By: _____

Date Completed: _____

Approved as requested

Not approved, make corrections noted below:

Reinspection Required

Comments:

48 hours notice required for all on-site testing and inspections. Contractor/sub-contractor Must be present with the inspector at the time scheduled. Contractor shall confirm time with the inspector. The Contractor shall provide access and adequate lighting/utilities for all inspections.

CHANGE ORDER (Additive) NO. _____
General Conditions Article 57

PROJECT: 2017 District-Wide Contract for the Purchase and Installation of DSA Approved
Portable Buildings
Project No: CEPU, #N15-2017/18

TO: _____

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE: _____

COST (This cost shall not be exceeded.):

Original contract price:	\$ _____
Previous Change Orders	\$ _____
Change Order amount:	\$ _____
New contract price:	\$ _____

TIME FOR COMPLETION:

Original completion date:	_____
Previous Change Orders	_____
Time for completion of Change Order:	_____
New completion date:	_____

Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 59 of the General Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

DISTRICT (Centralia S.D.)

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date

Date

PROGRAM MANAGER

Note: DSA and Architect's approval lines will be added when applicable to individual projects issued under the Master Agreement.

By: _____
Signature

Print Name

Title

Date

CHANGE ORDER (Deductive) NO. _____
General Conditions Article 57

PROJECT: 2017 District-Wide Contract for the Purchase and Installation of DSA Approved
Portable Buildings
Project No: CEPU, #N15-2017/18

TO: _____

You are hereby directed to comply with this Change Order.

DESCRIPTION OF CHANGE: _____

COST (This cost shall be deleted.):

Original contract price:	\$ _____
Previous Change Orders	\$ _____
Change Order amount:	\$ _____
New contract price:	\$ _____

TIME FOR COMPLETION:

Original completion date:	_____
Previous Change Orders	_____
Time for completion of Change Order:	_____
New completion date:	_____

Contractor agrees to deduct the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. Contractor agrees to the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order.

No additions or deletions to this Change Order shall be allowed, except with written permission of District. Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order.

(continued on next page)

This Change Order is hereby agreed to, accepted and approved.

CONTRACTOR

DISTRICT (Centralia S.D.)

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date

Date

PROGRAM MANAGER

Note: DSA and Architect's approval lines will be added when applicable to individual projects issued under the Master Agreement.

By: _____
Signature

Print Name

Title

Date

TECHNICAL SPECIFICATIONS – RELOCATABLE BUILDINGS,
CLASSROOMS AND RESTROOMS

A. GENERAL REQUIREMENTS

1. Summary: These specifications describe new relocatable buildings of classroom, restroom, and other School type buildings based on pre-approved DSA drawings or specifications. No changes to these pre-approved specifications will be permitted without prior written approval from the District.

2. Applicable Documents: The following documents shall be the latest issue as adopted by the State of California at the time of the bid opening, and shall form a part of this specification to the extent they are applicable.
 - a. California Administrative Code (CAC)
 - b. Title 5 - Education Code
 - c. Title 19 - Public Safety
 - d. Title 20 - Public Utilities
 - e. Title 21 - Public Works
 - f. Title 24 - California Building Code
 - g. American Welding Society - Standard Qualification
 - h. Procedures American Wood Preservative Association
 - i. ASHRAE
 - j. ASTM C635 - Metal Suspension Systems for Acoustical Tile and lay-in Panel
 - k. State of California Specification 7220-XXX-01, Carpet
 - l. Interpretations of Regulations (IR) issued by the Division of the State Architect
 - m. Americans with Disabilities Act (ADA)

3. Site Specific Plan Approval by the Division of the State Architect: The Contractor shall submit one (1) set of reproducible plans and specifications including structural,

mechanical, and electrical, with calculations, to the District's Architect within twenty one (21) business days for each building type (cumulative) after receipt of District executed contract/purchase order for buildings.

- a. All plans, specifications and calculations must be signed by contractor(s), architect(s), structural engineer(s), and professional engineers(s) who shall be licensed by the State of California. For modifications to the base bid; the time frame for submittal shall be negotiated between District, Architect and Contractor. Any notations or corrections required by the District Architect shall be incorporated into the plans and specifications, and they shall be returned to the District Architect within ten (10) business days in the form of one (1) set of reproducible drawings of complete sets of plans and specifications.
- b. After corrections (if any) as noted by the District Architect have been made, the District Architect shall obtain approval from the DSA. If the DSA requires changes in the plans or specifications, the Contractor shall accomplish the changes and resubmit the corrected documents to the District Architect within ten (10) business days.
- c. The District, after the Architect receives DSA approval, shall furnish one pdf set of electronic plans and specifications for each DSA approval number and for each site to the Contractor, for the Contractor's use. Contractor shall print and distribute to sub-contractors and suppliers as needed.
- d. District will make any payment required in obtaining DSA approvals for site specific plan approvals, and for changes required to pre-approved (PC) drawings only. The time to complete the project will be increased day for day, for each and every day required for DSA approval.

Inspection and Testing: Inspection of prefabricated buildings is divided into two (2) separate functions: (1) In-Plant (RBIP) Inspection and Testing and (2) On-Site (IOR) Inspection and Testing. All requirements of Title 19 and 24 of the State of California Code of Regulations relating to inspection and testing and verified reports shall be compiled with and shall include:

- a. The District shall retain and pay for all Inspectors, and Tests.
 - b. Inspection, material testing and DSA documentation shall be accomplished under the supervision of the District Architect. The Contractor shall notify the District Architect and the designated inspectors at least forty-eight (48) hours prior to commencing work. The In-Plant Inspector (RIBP) shall be responsible for, and be approved to inspect all phases of work under-taken in the factory or plant.
 - c. The manufacturer shall provide the Inspector (RBIP) and testing company with full access to all plant operations involving work under this contract and shall advise the Inspector in advance of the time and place when operations that the Inspector wants to observe take place. Before building(s) are removed from the plant for delivery to the site or storage facility, or from storage facility to the site, the Inspector (RIBP) and testing company and Modular Building Design Professional shall determine that they are acceptable and issue a written release, which shall be in the form of a Verified Report.
 - d. The Site Inspector (Inspector of Record (IOR)) shall do all on-site inspection. Only the work, which the manufacturer or his subcontractors perform at the site, shall be subject to the inspection of the Site Inspector (IOR). The manufacturer will furnish the Site Inspector with such information as may be necessary to keep him fully informed as to progress of work and dates when site work will occur. The Contractor shall notify the District at least forty-eight (48) hours prior to commencing on-site work. The on-site Inspector of Record shall be responsible for and approved to inspect all phases of work under his control.
 - e. The Division of the State Architect may require special testing and or inspections. All costs for these tests and or inspections shall be borne by the District.
4. Site Readiness Preparation: All site conditions not under Contractor's direct control are to be the District' responsibility. It is the District's responsibility to notify the Contractor when the site is ready for delivery. In the event buildings are delivered to any site that is not in condition to receive buildings, the District shall be responsible for all cost incurred, including, but not limited to: relocation fees, storage fees, security, acts of vandalism, redelivery costs, crane costs, set up, Contractor down time, and Contractor's costs.

5. Building Additive Alternates listed on Bid Form 2, Attachment B: All additive alternates shall meet or exceed the specifications for the base buildings, unless otherwise noted in this section. If a specification for an alternate cannot be found in the bid documents, an interpretation of what is normal and customary in the modular and construction industry shall prevail.

B. GENERAL SCOPE REQUIREMENTS

1. General: The Base Building for new construction, except where noted in building specific specifications, will include 50# PSF wood floor, 20# PSF roof, 2x4 wood studs, 22 gauge single slope roof with 5' front overhangs and 2'6" rear overhangs, R-13 wall insulation, R-19 floor insulation, and R-30 attic/roof insulation, 4 ton wall mount heat pump (wood foundation included – no carpet, no ramps, no landing/ramps included).
2. Two Story Relocatable Building: The overall construction of the unit shall meet the specifications of the base bid classroom units. Incorporate shear, brace or moment frame design or any other structural design that is acceptable to the DSA. Construction shall be Type VB. Fire sprinkler, when required, shall be a wet pipe system constructed to NFPA 13 using "Pipe Method" for sizing pipe.
3. High Performance Building: Provide a high performance learning environment with low and no-VOC finishes, paints and adhesives and sound absorbing surfaces throughout the building, fully day-lit with large high performance windows at the front and rear along with clerestory windows and tubular skylights, barrel radius roof design with exposed modline trusses, net zero option.
4. Not in contract/provided by District:
 - a. Utilities: The electrical service drop connection(s) and plumbing connection(s) to the building(s) are not part of the base bid. Data system, program bell, clock system, public address system, intercom system, TV system, wiring, conduit, or boxes, unless noted otherwise, not part of the base bid.
 - b. Building Pad: The site will be turf-free, cleared and graded to within two inches (2") of level grade in any direction for each building. Any cost extra due to the site

- not meeting this two inch grade will be the responsibility of the District. The District will provide a survey locating the building corners and the finish floor elevation
- c. Delivery Access: The District will insure that the site is accessible for standard industry vehicles and equipment required for placement of relocatable units. District will prepare approaches to the site as required. The Contractor will be provided unobstructed delivery access to the location of each building.
 - d. Soils Conditions: Each site will have a minimum soil bearing capacity of 1,000 PSF with a moisture density ratio of 90% minimum. However Contractor has the option to use an existing or new soils report to configure building placement, footings and or foundations per approved drawings.
 - e. All signage that may be required by DSA, District or other agencies is not in the base bid.
5. Design Requirements: The modules are to be designed so that one or more modules may be joined together to form a complete building; to maintain a positive alignment of floors, walls, ceilings and roof and to permit simple nondestructive detachment for future relocation.
- a. Each module shall be permanently identified with a metal identification tag 3" x 1 1/2" minimum size with the following information: Design wind load, Design roof live load, and the Design floor live load. This tag may be in addition to or combined with the identification tag required by the Division of the State Architect.
 - b. Each module shall be capable of resisting all vertical and lateral loads during transportation and relocation. When modules are assembled, joints shall be sealed with removable closing strips or other method to present a weather tight and finished appearance.
 - c. Each module shall be sufficiently rigid to be jacked up at the front and back comers for relocation without damage or the module shall have lift lugs at the front and back located as required so that the module may be jacked up for relocation in one piece without damage. These requirements shall be met without additional supports of any type.

C. TECHNICAL SCOPE REQUIREMENTS

1. Dimensions: All buildings will meet a square footage tolerance of plus or minus five (5) square feet. The classroom buildings shall occupy a minimum area of nine hundred sixty (960) square feet. The classroom buildings shall be: 24 'x40', 24 'x60, 30'x32', 36'x40', or 48'x40', (additional Modules shall be 12'x40', 12'x60' or 10'x32'). The restroom buildings shall be 8.5'x15.5' up to 8.5'x30' or 12'x40'. All other building types shall be per individual specifications.

- a. Fascia and required overhangs are not included in the calculation of the square footage the building occupies. Each floor shall have a full length 26-gauge gutter and 24-gauge downspouts shall be furnished at the end of each overhang where drainage occurs.
- b. The interior height, floor to ceiling shall be a minimum of eight feet six inches plus/minus one inch (8 '6 +/- 1"). Ceiling height for restrooms shall be a minimum of eight feet plus/minus one inch (8'0 +/- 1"). The module shall be clear span type except as provided for in snow load buildings.

2. Load Criteria: Design criteria for base bid buildings will be:

Site Class	=	D (Stiff Soil)
Ss	=	1.875 g (Non-Reduced Value)
Risk Category	=	II (Single Story Structures) III (Multi Story Structures)
Soil Bearing Pressure	=	1,000 psf (Wood Foundations) 1,500 psf (Concrete Foundations)
Continuous Footing Width	=	12" (minimum)
Isolated Footing Width	=	36" square (minimum)
Footing Depth	=	12" below lowest adjacent grade
Liquefaction Potential	=	None
Seismic Settlement	=	None
Differential Settlement	=	None
Soil Corrosivity	=	Low (No Special Measures / Protection Required)
Mapped Seismic Hazards	=	None

Wind Speed	=	129 (Ultimate, 3 Second Gust)
Wind Exposure	=	C
Floor Live Load	=	50 psf (50+15 psf at partition locations)
Roof Live Load	=	20 psf
Roof Snow Load	=	None

a. Modules delivered to locations requiring roof live loads or wall wind loads greater than the minimums required by Title 24 CAC or design details specified herein shall meet the live load and wind load criteria required in the location in which the building is installed. The District will be responsible for the extra cost of manufacturing the building to meet these roof and wind loads.

3. Wood Pad Foundations: All material for use in ground contact shall be stamped "For Ground Contact". Each piece of pressure treated material shall be stamped with appropriate AWA stamp. Wood shall be of a naturally decay resistance species or pressure impregnated with an effective preservative when embedded in, or laid on a concrete slab that is in contact with the earth, or resting on concrete or masonry walls that are 12" or less above the ground. Ends of wood joints that are 1" or less above finished outside grade, or abut or are incased in concrete or masonry shall have a minimum treatment of an effective preservative. Foundation grade redwood or All Heart foundation grade cedar will be considered naturally decay resistant when grade marked at the mill.

a. Installation shall be permitted on turf free soil having suitable design-bearing capacity. The buildings shall be securely fastened to the foundations. The foundations and the method of fastening shall be subject to approval by the DSA.

4. Concrete Foundations: Concrete foundations may be requested by the District(s) as indicated on the Bid Form. The Contractor shall prepare the design of concrete foundations. Such design shall vary in accordance with the site soil conditions, 1500 PSF is the minimum required. The District and/or District Onsite Contractors will be responsible for all surveying, staking the building comers, setting the finish floor elevation, excavation, removal of spoils and backfill (unless included as a line item in the contract scope.) Ramp(s) and landing(s) are not included when the Contractor provides a concrete foundation.

- a. The eighteen-inch (18") option shall be per the specifications with the 18" clearance under building from purlins to the ground.
 - b. The foundation and the method of fastening the units shall be as previously approved by the DSA.
 - c. The design concrete foundations will be as follows:
 - i. All work and materials shall conform to Title 24, California Code of Regulations, and Chapter 19 and the American Concrete Institute (ACI): Building Code requirements for reinforced concrete, AC131883, and the American Society for Testing and Materials (ASTM): The Specifications and standards hereinafter referenced to shall be of the latest edition.
 - ii. Design mixes shall be as specified in Title 24. Concrete strength at 28 days shall be as follows: Slab - 3,500 psi; Lightweight - 3,000 psi.
 - iii. Forms shall be substantial, plumb, level, square, true to line, water tight and accurate to the dimensions required.
 - d. The Architect shall approve location of Mechanical and Electrical openings in the concrete and the installation of sleeves as may be required; and openings provided for under floor crawl access wells, or vent wells for under floor ventilation.
 - e. Variance in concrete stem wall surface shall be no more than 1/16" inch in 10 feet.
5. Framing: Roof Walls and Floor: The buildings shall be a shear wall, brace frame or moment-resistant rigid steel frame or any other structure acceptable to DSA. Steel frame building/steel frame construction shall meet the minimum design requirements of stud spacing, etc. as per latest edition of C.B.C. listed below. All work and materials shall conform to the "Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings" and "Code of Standard Practice for Steel Buildings and Bridges," American Institute of Steel Construction and the current edition of: Title 24, CCR. Structural steel shall be made either the open-hearth or electric furnace process only and shall conform to the "Specification for Structural Steel" ASTM Designation A36, current edition.
- a. Roof framing, floor framing and wall framing shall be per Manufacturers' PC Plans and per all applicable codes.
 - b. All structural members below the sub floor, i.e. Girders, joists, headers, blocking, shall be steel.

- c. All work shall conform to the requirements of the AISC Standard Specifications, the applicable regulatory agency and the American Iron and Steel Institute Specifications for Design or Light Gauge Steel Structural Members. Welding: Shall comply with the pertinent provisions of the applicable regulatory agency. All welding shall be done by operators who are qualified as prescribed in the "Qualification Procedure" of the American Welding Society to perform the type of work required
 - d. Steel shall be coated with one shop coat of manufacturer's standard chassis paint and or equal.
 - e. Plywood: American Plywood Association PS 1-83. Each sheet shall be grade marked by the American Plywood Association, and shall conform to the requirements of Standard Grade Group 1 or better grade stamped and identified under the procedures and qualification set forth by PSI-83.
 - i. Plywood Sub floor: 1-1/8". Provide seamless woven polyflex bottom board for moisture protection.
 - ii. Optional plywood roof deck: 3/4" plywood square edge or equal.
 - iii. Siding: Standard: 1/2" Duratemp, Optional: 1/2" Exterior Siding, or 1/2" CDX plywood interior shear plywood, or dens glass fiberboard when applying alternate exterior applications.
 - f. Building tolerances:
 - i. Framing members: 1/4 inch from level, 1/4 inch per 10 feet from plum.
 - ii. Siding and roofing: 1/4 inch from true position
6. Moisture Barrier: All weather-exposed surfaces shall have a weather-resistive barrier to protect the interior wall covering. Such barrier shall be equal to that provided for in CBC Standard No. 17-1 for Kraft waterproof building paper of CBC Standard No. 32-1 for asphalt-saturated rag felt. Barrier shall be free from holes and breaks other than those created by fasteners and construction system due to attaching of the building siding, and shall be applied over studs or sheathing of all exterior walls. Such barrier shall be applied under siding weatherboard fashion, lapped not less than two inches (2") at horizontal joints and not less than six inches (6") at vertical joints.

7. Siding: All siding shall be APA or comparable rated exterior type. Each panel shall be identified with the grade mark of the grading association and shall meet the requirements of Product Standards PS 1-95. Siding shall be 19/32" (minimum) thick. with one (1) of the following styles: plain, V-grooved, grooved, or reverse board and batten.
8. (Optional) Exterior Coverings: When included in the line item scope, submittals will be provided of color chips from manufacturer's standard colors to the District Architect for color choice, for:
 - a. STO Dry Vit Synthetic Coatings
 - b. Portland Cement Plaster (diamond wall,) or acrylic Stucco.
 - c. Metal Siding.
 - d. Stone or Brick Veneer/facing.
9. Skirting: Skirting shall be plain ungrooved or grooved. Material shall be used where the long direction of the sheet runs horizontal. All edges and the bottom of the skirting shall be supported and the entire space below the building shall be closed off. Maintain 1-1/2" minimum clearance from the bottom of plywood skirting to finish grade. Provide expanded galvanized metal fresh air vents to compromise a minimum net area meeting a 1 to 150 vent to area ratio.
 - a. Contractor's bid shall reflect the maximum pad slope (2") provided by the District.
 - b. Ramp & Landing Skirting: Ramp and Landing (when used) shall be fully skirted with the same material used for building skirt. All edges of the skirting shall be supported and protected from weather. Foundation members shall be as for building foundation.
10. Roofing: The roofing system shall meet CBC requirements for fire classification and uplift. Test results to support Class A rating and calculations or showing the roofing system will withstand the uplift of a 100 MPH wind shall be submitted with the plans and specifications. Design and installation of the deck and roof substrate shall result in the roof draining freely. Roof shall have a minimum pitch of 1/4" per foot.
 - a. Pre finished, unpenetrated interlocking roof panels mechanically crimped at top to prevent against water infiltration, standing seam or ribbed type, 22-gauge

- b. Gutters will be 26 ga steel and downspouts will be 24 ga steel at the overhangs of the building where drainage occurs. No splash blocks are included.
 - c. All fasteners shall be caulked against weather using material resistant to deterioration under ultraviolet light.
 - d. Roofing Snow Loads: In addition to all standard roofing items, provide full-length silicone or equal sealant at each interlock.
 - e. Roof Overhang: The roof overhang shall be per the description for each building type on Bid Form 2.
11. Metal Exterior Doors: Construct per ANSI A250.8 and A2SOA as minimum requirement: Flush doors 3070, 1-3/4" thick, with 18 gauge steel face sheets and sound-deadening material on interior to effectively reduce metallic ring. Factory to prepare and reinforce for indicated finish hardware, including reinforcement on both faces for closers. Chemically treat doors for paint adhesion, and apply one (1) complete shop coat of metal primer and then paint to match exterior. Curries 607, Amweid SLE or equal doors to be used. All doors to have Pemco 315CN36 door bottoms or equal and Ives 8400 10" x 2" LDW kick plates or equal.
12. Pressed Metal Frames: Knock down per CS242 as minimum requirement manufacturer's standard 16-gauge steel, depth to suit wall thickness. Provide one (1) compression anchor minimum per jamb and adjustable floor anchor at bottom of each jamb. Prepare and reinforce for required hardware, including strike box and reinforcement for closers on all frames. Chemically treat frames for paint adhesion, and apply one (1) complete shop coat of metal primer and paint to match exterior. Curries, Amweld 2600 or equal.
13. Hardware, Exterior Doors:
- a. Butt Hinges: Size and number as recommended by door manufacturer. Use solid brass or bronze butts for exterior doors, with set screw in barrel and ball bearing design. Hager or equal.
 - b. Closers: Size and number as recommended by manufacturer for door site, Hager 8501DA, Falcon SC81DA or equal.
 - c. Lockset: Classroom and student restroom lever handle lockset, Schlage ND75PD, Tell LC2400 or equal. Staff restroom lockset, Schlage 85PD or Tell equal.

- d. Threshold: Threshold shall be PEMKO 271, Hager 413SA or comparable, 5" aluminum with PEMKO 216 AV, 783SAV or comparable, bottom door.
 - e. Weather-stripping: All exterior doors shall be weather-stripped with Hager 891SAV or equal, at door jambs and head.
14. Entry Landing and Ramp (At raised wood foundation units): Each module shall have a landing(s) and ramp(s) to conform to Title 24 CAC Section 2-3307. The landing(s) structure including handrail and wheel guides is to be prefabricated metal in sections that are demountable for moving and reinstallation at a new site. There shall be sufficient cross bracing under the ramp surface to prevent bounce or oil canning of the ramp surface. Design shall such that the building contractor can make height adjustments at the installation site. The base bid ramp shall be no more than 4' wide and 11feet long and have a 5' x7' landing. The district will be responsible for the transition at the toe of the ramp.
- a. All ramps and landings shall have a metal surface with a nonskid finish applied. All metal ramp surfaces shall be painted as indicated in Section 3.3.19. Ramps shall have handrails on both sides and shall extend beyond the toe of the ramp as required by DSA. Wall mounted handrails shall be of similar construction to the integral ramp handrail. Foundation members shall be as for building foundation. Only the foundation pad resting on grade may extend beyond the outside face of the skirt 1" maximum.
15. Interior Walls: Office of the California State Fire Marshal shall approve the panel use. Reference Brand: Vinyl Covered Tack board as manufactured by Domtar, Gypsum America, Inc. or Chatfield-Clark or equal.
- a. At Classroom: All interior walls shall be vinyl covered tack board applied in one continuous length from floor to ceiling. Tack board backing shall be applied over 1/4" sheetrock or 3/8" plywood. The vinyl coating shall weigh a minimum of 8 ounces per square yard. The vinyl wall-covered panel shall have a Class III flame spread rating.
 - b. At Restroom Buildings (rooms): All interior walls shall be finished with FRP or equivalent to the ceiling over a water resistant gypsum wallboard.

16. Suspended Acoustical Ceiling and Acoustical Panels: Ceilings that support light fixtures or grills shall have a minimum classification of Heavy Duty per ASTM C63S. Grid shall be direct hung in strict accordance with Title 21 CAC and Title 24 CAC and IR No. 47-4 issued by DSA. Acoustical panels shall be 5/8" minimum thick mineral fiberboard or vinyl-faced fiberglass lay in panels, square edge, ASTM flame spread index Class I(0-2S) 24"x48".
17. Lighting: The Contractor shall furnish a dimmable LED lighting system with overall illumination at desk level (30" above the floor) of an average of 50 foot candles; (excluding areas within 3'0" of a wall or partition). A digital lighting management system shall be provided in each room. It shall include all sensors, photocells, switches, and controls required by CBC, Title 24, Part 6. Exterior wall pack lighting shall be provided at exit(s.) Fixtures shall be LED with an internal photocell, with a minimum output of 1000 lumens.
18. Electrical: Provide 110/240 volt single phase service with one 100 amp panel box with nipple out per classroom. Provide panel schedule with electrical load calculations on drawings. Six (6) duplex convenience outlets grounding type shall be provided in each two-module classroom. Additional modules shall have two (2) outlets, one (1) at each end wall. Four outlets maximum per circuit shall be allowed. All receptacles to be 20 amp 120 volt two pole 3 wire commercial grade ivory. Owner to provide meter, grounding and hookup.
- a. A 12" diameter electric wall clock shall be installed in the classroom building near the center of the rear wall approximately seven (7) feet above the floor.
 - b. Light switches shall be Hubbell specification grade or equal.
 - c. All material and equipment to be used shall be new and shall comply with the requirements of the California Electric Code.
 - d. All electrical wiring 110 V and greater shall be in conduit systems and shall meet or exceed the requirements of NEC minimum size conduit 1/2".
 - e. Acceptable Conduit: Electrical metallic tubing (EMT); galvanized thin wall. Flex (Interior); galvanized steel. Flex (Exterior); galvanized steel with factory-applied PVC jacket.

- f. Wiring shall be No. 12 minimum copper type TW, THW, THHN, or THWN, stranded or solid as applicable. Conduit fill shall not exceed requirements of T-24, Part 3. A separate green grounding conductor shall be pulled throughout the entire system. Take care to avoid damage to wire or insulation during pull-in. Use powdered soapstone or a pulling compound such as "Yellow 77" lubricant, if necessary.
19. Windows: Provide 8040 anodized aluminum frame window units in opposite walls. Window frame shall be the fifty percent (50%) double sliding sash type (XOX.) All operable sashes shall have screens and positive locks.
- a. Glazing specifications:
 - i. U Factor = 0.51 (Max)
 - ii. SHGC = 0.35 (Max)
 - iii. VT= 0.50 (Min)
20. Painting: All exposed surfaces shall be painted except aluminum window frames and thresholds. Material shall be of the grade specified or equal, by Vista or Dunn Edwards.
- a. Exterior - Wood siding, trim and skirting -Semi-Gloss latex: Apply one primer coat and at least one finish coat. Prime coat shall be brushed on or sprayed and back brushed into all grooves in the siding as needed. If necessary, in the opinion of the inspector, an extra coat shall be applied to all grooves so that the finish coat will have a uniform appearance. Allow prime coat to dry according to manufacturer's recommendation. The district will select color after award of the bid from paint manufacturer's standard colors.
 - i. Semi-Gloss Trim: Frazee 131 Endurable or comparable
 - ii. Semi-Gloss Body: Frazee 285 Rustic or comparable
 - b. Interior Trim - All trim not pre-coated shall be painted with two (2) coats of semi-gloss latex over prime Coat.
 - i. Semi-Gloss trim: Frazee 285 Rustic or comparable
 - c. Metal - All metal surfaces shall be painted with two (2) coats of alkyd-finish coat.
 - i. Gloss Trim and Door: Frazee 540 DTM or comparable

- d. Exterior - Cement Plaster / Dry Vit: Finishes will be premixed colors according to manufacturer specification as selected by the district after award of bid.

21. Flooring and Accessories:

- a. Carpeting: Flooring is not included in the base bid at the classroom buildings. All classroom buildings have the option to be carpeted with Tandus Powerbond Cushion RS, "Color Spectrum" in main area and a minimum of a 6' X 6' walk off area at exit doors with Tandus Powerbond Cushion RS "Abrasive Action" or equal. Color to be selected by the District after award of the bid. Other flooring upgrade options are also shown on Bid Form 2, Attachment B.
- b. Resilient Sheet Vinyl: All restroom buildings shall have Armstrong "Classic" vinyl Carlon, or equal. Install per manufacturer's instructions. Noted sheet vinyl is the minimum standard of quality acceptable and, if used, shall be provided with integral 6" minimum cove base. Single occupancy restroom with 2 fixtures or less the vinyl shall be laid flat with 6" resilient top set base.
- c. Resilient Top set Cove Base: Best quality, molded rubber, 1/8" thick, 4" high, molded top-set cove. Solid color as manufactured by Burke Rubber Co. No. 502-P or comparable.
- d. Adhesives: As recommended by floor covering and base manufacturer. Furnish and apply per manufacturers written instructions. Shall be non-toxic and water based.

22. Insulation: Wall insulation shall have a rating of R-13. Floor insulation shall have a rating of R-19. Roof/ceiling insulation shall have a rating of R-30. R-11 rated insulation shall be provided in all interior wall cavities.

23. Heating, Ventilation and Air Conditioning: At the restroom buildings, the contractor shall provide power ventilation. At the classroom building, in the base bid, the contractor shall provide a HVAC heat pump that is tested and approved by a recognized testing laboratory (UL or equal.) The Heat Pump(s) are to be all electric wall mounted blow-through single zone unit with housing, outside air intake hood with volume damper, indoor fan direct drive, R410A hermetic compressor with crankcase heater, indoor coil, outdoor fan, outdoor coil, controls, mounting brackets and thermostat with auto changeover. All return air is direct to the air handler.

- a. Heat pump(s) shall be factory assembled, piped, wired, and tested operating refrigerant charge. Unit shall be UL and C.E.C. listed. Heat pump unit(s) shall be suitable for outdoor installation. Filters shall be UL Listed Class 2 throwaway type (SFM listing 3175-140:006) and shall have 25% efficiency based on ASHRAE Test Standard 52-76. (Standard of quality shall be Farr 30/30 or approved equal. Reference brands Bard or comparable.
- b. All units shall be 230/208 volt, single phase system, UL approved or comparable and meet current energy standards.
- c. The system shall maintain an automatically controlled indoor classroom temperature of 78 degrees F in summer and 68 degrees in winter with a 45 percent relative humidity when the outdoor dry bulb temperature of 66 degrees F average. The systems must maintain the above temperatures when the damper is adjusted to use 15 CFM per occupant of outside air.
- d. Heat pump units shall be sized according to the attached floor plans, Manufacturer may in accessible concealed portions of duct system use either rigid 1" fiberglass or insulated "Flex duct" with vapor barrier. All ductwork within 2' of the HVAC unit and all interface connections shall be metal Ductwork and reinforcement shall be designed for .3 inches static pressure.
- e. Registers and Diffusers: Provide four-way throw air diffusers equal to Metalaire Series 9000 Square Modular Core spaced according to manufactures' approved drawings.
- f. Thermostat: Provide electronic programmable thermostat with occupant override. Thermostat shall have the following functions:
 - i. Five (5) and two (2) weekday/weekend programming with four (4) separate time/temperature settings per 24 hour period.
 - ii. Keyboard lockout switch.
 - iii. Programmable display.
 - iv. Two-hour override minimum.
 - v. Status-indicated LEDs.
 - vi. Battery backup. Thermostat
- g. Calculations shall be based on an occupancy for 24 'x40' building of thirty (30) occupants and an interior space of approximately 9,000 cubic feet. Calculations shall

be modified accordingly with increase in size of building. The mechanical ventilation system shall provide approximately 15 cubic feet of fresh air per minute per occupant and a total of 45 cubic feet of air per minute per pupil.

- h. Manufacturer's literature, operating instructions and guarantee shall be delivered to the school office at the time the building is delivered.
- i. Units shall be installed in strict accordance with manufacturer's instructions with particular attention to required flashing.

24. Plumbing Fixtures and Trim – Restroom Building: Fixture count and type per bid document.

- a. Angle stops shall be 'A" Brasscraft SCR-19, lock-shield, loose key or equal.
- b. Water Closet: Kohler K-4405 or wellworthK-4408 (floor mounted), Sloan Regal 111-YB flush valve, and Olsonite OCC white open-front seat or equals.
- c. Lavatory: Kohler "Hudson" china only with Chicago faucet 333-E2805-665PSHAB push button single punch or Chicago faucet 3300-ABCP (ADA) 4" with wall brackets or equal. As a minimum provide: 2 each in Boys & girls @ restroom units.
- d. Urinal (restroom unit only); Kohler "Dexter" K-5016-ET-O, wall mounted, Sloan Royal flush valve. As a minimum provide: Boys - One (1) handicap and one (1) non-handicap.
- e. Toilet Partitions and Urinal Screen; Enameled steel toilet compartments, floor mounted, overhead braced.
- f. Stainless Steel Handicapped Compliance Grab Bars: Two per each enclosure.
- g. Mirror; 18"x36" Stainless steel mirror, JS #100 or equal, one (1) for each lavatory.

25. Fire Alarm: Contractor shall install exterior-accessed single gang junction box at rear of building (near the electrical distribution panel) with 3/4" conduit stubbed up wall to above ceiling for future connection, which is not part of the base bid and can be added by change order. Contractor shall also install 3/4" conduit from fire alarm pull station junction box mounted near the front exit door, up to (1) exterior horn box. (1) interior horn/strobe box, (2) ceiling mounted smoke detector boxes, and (1) attic mounted heat detector box, accordingly, also for future connection. Wiring, devices, programming and additional

conduit are not part of the base bid, but can be added by change order. A weatherproof metal plate will cover all exterior boxes. Horn/strobe box shall be mounted near the doorway area at 80" above finished floor/grade.

26. Fire Extinguishers: Each portable classroom shall be equipped with a pressure-type fire extinguisher with 210BC UL rating, to be mounted on the interior wall of the building near the doorway at a height of four (4') feet, to handle. Fire extinguishers shall be totally charged and have a dial indicating the state of charge.
27. Marker Boards: Each classroom shall have two (2) each 4x8 marker boards installed side by side to make a 4 x 16 panel, centered on one (1) of the long walls. A full-length map rail shall be provided with cork inset and end stops. The map rail and chalk rail are to incorporate a channel to wrap around the panel. Three (3) map hooks with clips per panel shall be provided. One (1) flag holder, 1/2" size shall be provided for each classroom. Whiteboards shall be institutional quality prefabricated writing board with Panelyte Glossy "Dry Wipe" high pressure laminate, or equal.
28. Energy Conservation: Energy calculations shall be provided for building location and will comply with Title 24 CBC, Part 6 California Energy Code.

D. INSTALLATION ON SITE

1. Erection at Site: Once delivery of modules to the site is made, erection shall commence within 48 hours and be pursued in a timely manner until complete. All modules called for at that site shall be scheduled for delivery and erection in one continuous time frame (Saturdays, Sundays, and holidays excluded.)
 - a. When the Contractor considers the Work complete, the Contractor shall notify the Architect and Inspector. Architect/Inspector shall provide Contractor within five (5) days of Contractors request, a complete and final punch list. Contractor shall begin work within five (5) days of receipt of final punch list and completed within fifteen (15) days of the commencement of work. Contractor shall notify Architect/Inspector of punch list completion in writing and shall schedule a walk through and sign off of the building within five (5) days after notification. Upon Contractors completion of

Punch List to the reasonable satisfaction of the Architect and Inspector, Contractor shall be considered complete. No additional Punch Lists may be created by the Architect or Inspector.

- b. Power shall be connected to the building (which is not part of the base bid and can be added by change order) within fifteen (15) days of installation or shall be deemed accepted by district.
2. Clean Up: Because of the nature of the sites, i.e., school grounds, the contractor shall lock up all materials and equipment at the end of the day's work. All scrap material shall be removed from the site at the end of each day's work. Toxic chemicals of any kind shall not be allowed on school grounds.
3. Utility Hook Up: All utility connections shall be located as indicated on site plans to accommodate hook-up at the site at the locations indicated on the plans. Utilities hook-up, which is not part of the base bid and can be added by change order. The District's Architect will provide the plan(s.)
4. Grounding of Building Components: Bonding of all metal portions of the building for ground, i.e., frame, ramp, etc., is the responsibility of the contractor to the satisfaction of the site inspector. Grounding of total building, including ground rod, wire, connections, etc., shall be installed by the District and ready for testing, (which is not part of the base bid and can be added by change order, in the presence of site inspector.) Testing shall be conducted per IR No. 8-1 as issued by DSA.
5. Certification of Compliance: The Contractor will provide to the District for each building delivered, a letter or certification that said building was built and installed in compliance with the project's technical specification as well as with all local codes, laws, and regulations applicable to relocatable buildings.

END OF TECHNICAL SPECIFICATION