



**District Warehouse Roofing Project  
Bid No. 1702**

**Bid Deadline:** Wednesday, October 18, 2017 at 11:00 AM  
Garden Grove Unified School DISTRICT  
Office of Business Services – Purchasing Department  
10331 Stanford Avenue  
Garden Grove, CA 92840

**Contact:** Sharon Weddle, Purchasing Supervisor  
(714) 663-6360  
[sweddle@ggusd.us](mailto:sweddle@ggusd.us)

**GARDEN GROVE UNIFIED SCHOOL DISTRICT**  
**Purchasing Department**  
10331 Stanford Avenue, Garden Grove, CA 92840  
(714) 663-6133

**PUBLIC WORKS BID PACKET**  
**District Warehouse Roofing Project No. 1702**

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**\*IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING, THE BIDDER WILL BE DECLARED NONRESPONSIVE.**

**+ITEMS WHICH SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.**

## NOTICE CALLING FOR BIDS

District: **Garden Grove Unified School District**

Bid Deadline: **Wednesday, October 18, 2017 at 11:00 AM**

Place of bid Receipt: **Garden Grove Unified School District - Business Office  
Purchasing Department  
10331 Stanford Avenue  
Garden Grove, California 92840**

Project: **District Warehouse Roofing Project Bid No. 1702**

License Requirement: **Classification: "C-39" – Roofing Contractor**

NOTICE IS HEREBY GIVEN that the Garden Grove School District of Orange County, California, acting by and through its Board of Education, 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 referenced bid.

At this time, date, and place, bids will be publicly opened and read aloud for **Bid No. 1702 – District Warehouse Roofing Project** in accordance with the Instructions, Conditions, and Specifications now on file in the Purchasing Department of said School District.

**A job walk is scheduled for Wednesday, October 4, 2017 at 9:00 a.m. Meet at Garden Grove District Office, 10331 Stanford Avenue, Garden Grove. Attendance at this job walk is mandatory in order to bid on this project. Any bidder failing to attend the entire job walk will be deemed a nonresponsive bidder and will have its bid returned unopened.**

Each bid must be accompanied by a Certified Check or Bidder's Bond equal in amount to 10% of the total amount bid, said check or bond to guarantee the bidder's compliance with the terms of the bid, and shall be made payable to the Garden Grove Unified School District. (The above applies to bidders whose total bid will exceed \$1,000.)

Contractor and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the District or on the Internet at: <<http://www.dir.ca.gov>>. Contractor and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.

**Time is of the essence.** Each bid must conform and be responsive to the bid documents. Copies of the bid documents are available upon request by contacting Sharon Weddle, Purchasing Supervisor, at (714) 663-6360. Bid documents are also available online. 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. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of the bids.

Dated this 18<sup>th</sup> day of September 2017

GARDEN GROVE UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Rosa Gonzalez  
Assistant Director, Business Services

Publishing Dates: September 20, and September 27, 2017  
Orange County News – PO#L72V0002

## **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.**

**NOTE:** Each bidder submitting a proposal to complete the work, labor, materials and/or services (“Work”) subject to this procurement must be a Department of Industrial Relations registered contractor pursuant to Labor Code 1725.5 (“DIR Registered Contractor”). A bidder who is not a DIR Registered contractor when submitting a proposal for the work is deemed “not qualified” and the proposal of such a Bidder will be rejected for non-responsiveness. Pursuant to Labor code 1725.5; all subcontractors identified in a Bidder’s subcontractor List shall be DIR Registered Contractors. If awarded the Contract for the Work, at all times during performance of the work, the bidder and all Subcontractors, of any tier shall be DIR Registered Contractors.

1. **Preparation of Bid Form.** Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. **Form and Delivery of Bids.** The bid must conform and be responsive to all bid documents and shall be made on the Bid Form 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 **Garden Grove Unified School District, 10331 Stanford Avenue, Garden Grove, CA 92840, Attn: Purchasing Department, Sharon Weddle**, and 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 bid number 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. **Any and all questions regarding this bid must be submitted in writing to Sharon Weddle, Purchasing, Supervisor, [sweddle@ggusd.us](mailto:sweddle@ggusd.us) before 10:00 a.m. on October 6, 2017. Answers to these questions and any other related addenda will be posted no later than 5:00 p.m. on October 9, 2017 on the District’s website.**

3. **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 ten percent (10%) of the total bid price payable to the DISTRICT and shall be given as a guarantee that the bidder, if awarded the contract, will execute the Agreement within ten (10) working days after notice of award of the contract, and will furnish, on the prescribed forms, a satisfactory Faithful Performance Bond in an amount not less than one hundred percent (100%) of the total bid price and separate Payment (labor and material) Bond in an amount not less than one hundred percent (100%) of the total bid price, 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, and the Disabled Veteran Business Enterprises Certification, if applicable, all within ten (10) 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.

4. Signature. Any signature required on bid 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.

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

6. 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.

7. Examination of Site and Project Documents. At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the Project; visit the site 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, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, 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 . The Project Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the bidder. The DISTRICT is not making any warranties regarding said information. The DISTRICT shall not be liable for any loss sustained by the

successful bidder resulting from any variance between the conditions and design data given in the Project Documents and the actual conditions revealed during the bidder's pre-bid examination or during the progress of the work. **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.**

8. 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 sixty (60) calendar days after the date set for the opening of bids.

9. 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 contract 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 contract and in the form included in the Project Document, 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.

10. 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 thereof must be submitted to the DISTRICT on or before 10:00a.m., on Friday, October 6, 2017. 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 posted on the District's website after 5:00 p.m. on Monday, October 9, 2017. It is the responsibility of each Bidder to verify all addendums posted. 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.**

11. 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.

12. 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 and provide the required documents within ten (10) 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.

13. Alternate Bids. The Governing Board of the DISTRICT intends to call for alternate bids. Public Contract Code Section 20103.8. The Governing Board intends to award the contract to the lowest responsive and responsible bidder on the base bid without consideration of any of the additive and/or deductive items.

14. 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. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "INFORMATION REQUIRED OF BIDDER."

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.

15. 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 alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate bid. 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.

16. 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.

17. Contractor's License. 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.

18. Anti-Discrimination. In connection with all work performed under this Project, there shall be no unlawful discrimination 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.

19. 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.

20. Substitutions. Should the bidder wish to request any substitution for the materials, process, service, or equipment specified, the bidder shall be required to comply with Article 30 of the General Conditions...

21. 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.

22. Liquidated Damages. All work must be completed within the time limits set forth in the Project Documents. 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.

23. 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.

24. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a noncollusion declaration.

25. 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.

26. Change Orders. All change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 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 59 of the General Conditions will not be allowed.

27. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site.

28. 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.

29. Lead. 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.

30. Disabled Veteran Business Enterprises. Each bidder must meet goals and requirements relating to three percent (3%) participation by Disabled Veteran Business Enterprises established by the DISTRICT and the State Allocation Board (SAB), or make a good faith effort with respect thereto, in accordance with the DISTRICT's policies and procedures. Bidders may obtain information from the Office of Small Business Certification and Resources (OSBCR) at <http://www.dgs.ca.gov/osbcr> or (916) 323-5478. The successful bidder shall be required to submit to the DISTRICT the DVBE Certification which is included in the Project Documents. Prior to, and as a condition precedent for final payment on the Project, the successful bidder shall provide appropriate documentation to the DISTRICT so that the DISTRICT can assess its success at meeting the DVBE participation goal.

31. The number of executed copies of the Agreement, the Faithful Performance Bond, and the Payment Bond required is two (2).

Bid Bond No.: \_\_\_\_\_

**BID BOND**

KNOW ALL PERSONS BY THESE PRESENT, that we \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, a California admitted surety insurer, are held and firmly bound unto the \_\_\_\_\_ DISTRICT, hereinafter called the DISTRICT, in the sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within five (5) working days after the notice of award of the contract, or as otherwise requested in writing by the DISTRICT, enter into a written contract with the DISTRICT, in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, furnish certificates and endorsements evidencing the required insurance is in effect and furnish and deliver to the DISTRICT the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, then the above obligation shall be void and of no effect, otherwise the bond amount shall be forfeited to the DISTRICT.

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

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

IN WITNESS HEREOF, the parties have executed this bond under their several seals this day of \_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of  
Principal, if  
Corporation)

\_\_\_\_\_  
Principal (Proper Name of Bidder)

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

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

\_\_\_\_\_  
Title

(Corporate Seal  
of Surety)

\_\_\_\_\_  
Surety

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

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Facsimile No.

## **BID FORM**

Name of Bidder: \_\_\_\_\_  
To: \_\_\_\_\_ District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Bid Form, Bid Pricing sheet, Specifications, Asbestos Surveys, Designation of Subcontractors Form, DIR form-Certification of Contractor, Information Required of Bidder, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order Forms, all insurance requirements, Guarantee forms, Shop Drawing Transmittal, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, drawings, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

### **District Warehouse Roofing Project**

**Bid No.: 1702**

all in strict conformity with the Project Documents, including Addenda Nos. \_\_\_\_, \_\_\_\_, \_\_\_\_ and \_\_\_\_, on file at the office of the Garden Grove Unified School District of said DISTRICT for the sum of set forth in the Bid Proposal.

Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that 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. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Section 4100 et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within ten (10) working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the ten (10) day after receiving the DISTRICT's Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

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8. Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the 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. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. \_\_\_\_\_, Class \_\_\_\_, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

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

11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The undersigned hereby warrants that all work shall be completed within 60 consecutive calendar days from the date specified on the Notice to Proceed issued by the District. Time is of the essence. The undersigned agrees that failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of Five Hundred Dollars \$500.00 (Government Code Section 53069.85)

13. The required noncollusion declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

14. It is understood and agreed that all change order requests must be submitted in the form set forth in the Project Documents and pursuant to Article 59 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 59 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 59 of the General Conditions will not be allowed.

15. The Information Required of Bidder form has been fully completed and is attached hereto.



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

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

Signed by: \_\_\_\_\_

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

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

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

\*\*\*\*\*

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

Signed by: \_\_\_\_\_

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

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

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

Other Partner(s): \_\_\_\_\_

\*\*\*\*\*

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

(a \_\_\_\_\_ Corporation<sup>1</sup>)

Business Address: \_\_\_\_\_

\_\_\_\_\_

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

Signed by: \_\_\_\_\_, President, Date: \_\_\_\_\_

Print Name: \_\_\_\_\_, President

Signed by: \_\_\_\_\_, Secretary, Date: \_\_\_\_\_

Print Name: \_\_\_\_\_, Secretary

[Seal]

<sup>1</sup> A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Joint Venturer

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

Signed by: \_\_\_\_\_, Joint Venturer

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

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

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

Other Parties to  
Joint Venture:

***If an individual:*** \_\_\_\_\_  
(Name)

Signed by: \_\_\_\_\_

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

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

Doing Business as: \_\_\_\_\_;

Business Address: \_\_\_\_\_

\_\_\_\_\_

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

***If a Partnership:*** \_\_\_\_\_  
(Name)

Signed by: \_\_\_\_\_, Partner

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

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

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

***If a Corporation:*** \_\_\_\_\_  
(a \_\_\_\_\_ Corporation)

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

Business Address: \_\_\_\_\_

\_\_\_\_\_

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

Bid Submitted by:  
(Type your firm name in this space)

Bid No. 1702 Page 1

GARDEN GROVE UNIFIED SCHOOL DISTRICT  
10331 Stanford Avenue  
Garden Grove, CA 92840-6353

**BID PRICING SHEET**

**District Warehouse Roofing Project - Bid No. 1702**

Dates Advertised: September 20, 2017  
September 27, 2017

Public Bid Opening (Bids Due): October 18, 2017 at 11:00am

**TO THE GARDEN GROVE UNIFIED SCHOOL DISTRICT OF ORANGE COUNTY,  
CALIFORNIA:**

The undersigned hereby proposes and agrees to furnish to the DISTRICT any and all items and/or services that have been priced, at the prices set opposite each item listed on page 3 of the bid pricing sheet, subject to all terms and conditions of the advertisement for bids, the specifications, and general instructions and conditions, hereinafter set forth.

**NOTICE TO BIDDERS:** It is important that you fill in all the following information in order that your bid may receive equitable consideration.

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_

Contractor's License No. \_\_\_\_\_ Class: \_\_\_\_\_

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

License Requirements: Classification: "C-39" – Roofing Contractor

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

GARDEN GROVE UNIFIED SCHOOL DISTRICT  
10331 Stanford Avenue, Garden Grove, CA 92840  
Purchasing Department

**BID PRICING SHEET**

Bid Submitted by:  
(Type your firm name in this space)

Bid No. 1702 Page 2

2.

**Job Walk**

Job walk / Pre-bid conference is scheduled for Wednesday, October 4, 2017 at 9:00 a.m. It will be held at the Garden Grove Unified School District/District Warehouse, 10331 Stanford Avenue, Garden Grove, CA 92840. Bidders will be required to sign in. Bid packets will be distributed after the completion of the job walk. **Attendance at the entire job walk is mandatory in order to bid on this project.**

3.

**Prevailing Wages**

Contractor and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the District or on the Internet at: <<http://www.dir.ca.gov>>. Contractor and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code.

3.

**Sub-Contractor Information**

Bidder shall furnish names, addresses, telephone number, and person in charge of all sub-contractors required for completion of work. (Use the form in the bid packet). It is the contractor's responsibility to ensure that all sub-contractors are registered with the State of California Department of Industrial Relations (DIR) throughout the completion of the project.

Bid Submitted by:  
(Type your firm name in this space)

Bid No. 1702 Page 3

School / Site	Start Date	Completion Date
District Warehouse 10331 Stanford Avenue Garden Grove, CA 92840	November / December 2017	January 2018

**THE AWARD OF THIS PROJECT IS BASED ON THE TOTAL BASE BID AMOUNT.**

**\*\*Total Base Bid Amount must include a \$50,000 District allowance. \*\***

**A. BASE BID**

Amount: \$ \_\_\_\_\_

Written: \_\_\_\_\_ Dollars

**B. ALLOWANCES:** The allowance shall be used solely by the District to address unforeseen repairs related to District Warehouse Roofing Project Bid No. 1702

Amount: \$ 50,000.00 \_\_\_\_\_

Written: Fifty Thousand Dollars and no cents \_\_\_\_\_

**C. TOTAL BASE BID AMOUNT (A+B)**


Amount: \$ \_\_\_\_\_

Written: \_\_\_\_\_ Dollars

The Bidder confirms that they have checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this bid pricing sheet.

# Google Maps

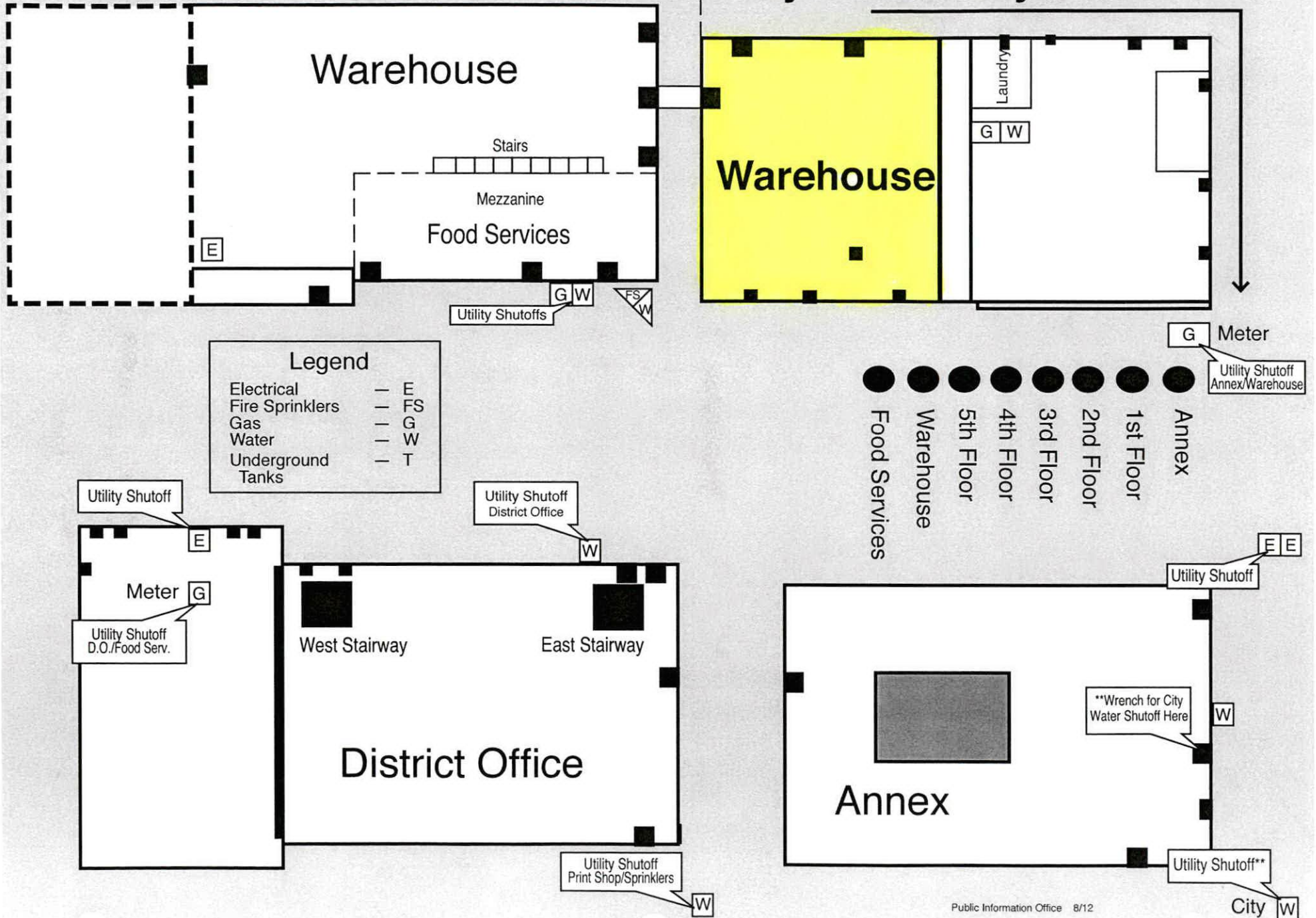


Imagery ©2017 DigitalGlobe, U.S. Geological Survey, Map data ©2017 Google 50 ft 



# Education Center Evacuation Assembly Areas/Utility Locations

Two fuel tanks (5,000 gal. cap. each - diesel/





**SCOPE OF WORK  
District Warehouse**

**GARDEN GROVE UNIFIED SCHOOL DISTRICT**

**PART 1 - GENERAL**

**1.01 SECTION INCLUDES:**

- A. Work Covered by Contract Documents
- B. Contract Method
- C. Contractor Use of Premises

**1.02 WORK COVERED BY CONTRACT DOCUMENTS:**

- A. **Work Included:** The work to be performed by prime contractor shall conform to the requirements of all of Division 00 and Division 01 as well as the General Conditions, Special Conditions, and all related Specifications that pertain to this Bid Package scope of work, all sheets in Drawings and other related documents, and includes the furnishing of all supervision, labor, materials, tools, equipment, transportation, plan and services necessary therefore and incidental thereto to complete the project. The work shall consist of, but not be limited to, the following:

- 1. This Prime Contractor is to accurately locate and provide the following scope of work for the entire project including but not limited to:

**Scope of work:**

**Contractor will remove existing roofing and dispose of materials. District will determine the replacement of plywood by either District personnel or contractor.**

**New roof to be installed in accordance with Henrys specifications.**

**Remove and replace Roof Hatch to manufacturers' specifications.**

**GENERAL ITEMS**

- a. All costs for repairs due to this Prime Contractor negligence shall be borne by this Prime Contractor without impact to the approved construction schedule and without additional cost to the District.



- b. Continuous site cleanup of the construction site is mandatory. This includes sweeping, water removal, and litter/debris removal of the exterior of the building and staging areas. This Prime Contractor shall provide own debris boxes/dumpsters for the duration of the project, and put debris in own debris boxes and remove said boxes from site at this prime contractor's own expense prior to the end of the work day or as directed by the Project Manager. All debris boxes and containers shall be kept free of graffiti at all times. If this Prime Contractor fails to perform daily clean up, the Project Manager upon written notice to the Prime Contractor shall order that clean up done at this Prime Contractor's expense and adjust Prime Contractors contract accordingly.
  - c. Timely requests for clarifications and other information to allow reasonable response time and avoid delay to the construction schedule.
  - d. Provide punch list, punch list repairs/corrections, final clean up, and closeout for this bid package per contract construction schedule. Parties agree that delays to punch list, final clean up, and closeout would constitute a delay in project completion and, therefore, entitles the District to withhold and retain potential liquidated damages per the Contract Documents from this Prime Contractor's progress payments.
- B. **Existing Site Conditions:** This Prime Contractor shall make a thorough examination of the site to determine all existing conditions affecting the work prior to beginning any work under this bid package. All conflicts within the contract documents and existing conditions are to be brought to the attention of the Project Manager during the bidding process by way of the pre-bid clarification form issued at the job walk. Any claims for changes in scope or claims for additional compensation will not be considered for this contractor's failure to notify the Project Manager of such a conflict/discrepancy.
- C. **Location of Site:** The site is located at : 10331 Stanford Ave, GG 92840

**CONTRACT METHOD:**

- A. Construct the Work under a single Lump Sum Contract with a Schedule of Values.

**1.03 CONTRACTOR USE OF PREMISES:**

- A. Contractor shall have use of the premises for the execution of the work as outlined in the staging / phasing plan in the drawings.
- B. Work Week and Job Hours – Activities at the Project Site shall be conducted between the hours of 7:00 am and 4:00 pm, Monday through Friday, unless otherwise authorized by the District.
- C. Coordinate use of the premises under the direction of the Project Manager.



- D. Assume full responsibility for the protection and safekeeping of products & Work under this Prime Contract that are stored & installed on the site.
- E. All District property is drug free, alcohol free, weapons free and graffiti free. This Prime Contractor shall enforce these rules to his crew, subcontractors and suppliers.
- F. All contractors shall be required to be badged from the Facilities Department indicating employee identification while in District property. Contractor shall provide Dept. of Justice background checks with the state for all full-time Superintendents and Foremen for the project, and coordinate / provide all documentation necessary to the District through the Project Manager. The Superintendent or Foreman shall be responsible for signing in all personnel under his/her authority every day and providing the sign-in sheet to the Project Manager at the close of every business day. This cost shall be included in the Contractor's bid.

# **Henry®**

**RE - ROOFING SPECIFICATION**

**FOR**

**MIKE MCDANIEL  
STRUCTURAL REPAIR SUPERVISOR  
MAINTENANCE CENTER  
GARDEN GROVE UNIFIED SCHOOL DISTRICT  
8211 LAMPSON AVENUE  
GARDEN GROVE, CA 92841**

**PROJECT SITE : DISTRICT SCHOOL SUPPLY WAREHOUSE**

Garden Grove Unified School District  
8211 Lampson Avenue  
Garden Grove, CA 92851

SECTION 07520 – COLD PROCESS MONOLITHIC BUILT-UP ROOFING

PART 1 – GENERAL

1.01 SUMMARY

- A. Furnish necessary material and labor to install a Henry Roof System Specification or approved equal following the requirements of this Master Specification and site specific Scope of Work
- B. Other work included: Furnish and install sheet metal, metal pan collar flashing, pipe flashings and counterflashing.

1.02 REFERENCES

- A. National Roofing Contractors Association (NRCA) Roofing and Waterproofing Manual
- B. Western States Roofing Contractors Association (WSRCA)
- C. SMACNA
- D. Underwriters Laboratories (UL)
- E. American Society of Testing & Materials (ASTM)
- F. Uniform Building Code (UBC)

1.03 DEFINITIONS

- A. UNDERLAYMENT, BUFFER or BASE PLY– 80# Base sheet – first ply installed over wood deck or #604 25# Fiberglass Base Sheet or #607 33# Fiberglass Base Sheet installed over wood deck or insulation.
- B. INTERPLY – 2, 3 or 4 layers of #604 25# or #607 33# Fiberglass Base Sheet installed over Insulation or Underlayment.

1.04 SYSTEM DESCRIPTIONS

- A. Henry Specification #H3-NGC-MR - (See 3.05)  
Over prepared deck surface mechanically fasten one layer #605 80# Inverted Cap and two ply #604 25# or #607 33# Fiberglass Base Sheet adhered in #902 Permanent Bond Adhesive. Surface with #107 Asphalt Emulsion reinforced with #189 Chopped Fiberglass. Finish with 291 Premium Elastomeric Base Coat and #280DC White Elastomeric Roof Coating or other colors as specified.

Specification System & Weights per 100 Sq.ft.	Dry Weights
#606 SBS 80# Inverted Cap - Mechanically fastened	80 lbs.
#902 Permanent Bond Adhesive – 2 gallons per 100 sq.ft.	11 lbs.
*#604 Fiberglass Base Sheet	25 lbs.
#902 Permanent Bond Adhesive – 2 gallons per 100 sq.ft.	11 lbs.
*#604 Fiberglass Base Sheet	25 lbs.
#197 Emulsion topcoat – 9 gallons per 100 sq.ft.	36 lbs.
#189 Chopped Fiberglass – 3 lbs. Per 100 sq.ft.	3 lbs.
#294 Premium Elastomeric Base Coat – 1 ¼ gallons per 100 sq. ft	5 lbs.
#280 White Elastomeric Finish Coat – 1 ¼ gallons per 100 sq. ft	5 lbs
*Option: # 588 Emulsion Aluminum Reflective Coat- 11/2 gallons per 100 sq.ft. (add 7 lbs.)	
Approximate Total Dry Weight	201 lbs.

#### 1.05 SUBMITTALS

- A. Fire Hazard Classification - Provide letter certifying that roof membrane assembly qualifies for UL Class A fire hazard classification for the type of substrate(s), slope(s), insulation(s) (when applicable) and membrane(s) specified for this installation. Include copy of the UL listing.
- B. Applicator approval - Provide letter from manufacturer of roofing materials stating that applicator is acceptable to manufacturer.
- C. Complete materials list of all items to be furnished and installed under this Section.
- D. Copy of latest edition of the Roofing System Manufacturer's material specifications and installation instructions.
- E. Two (2) 3" x 5" samples of roof membrane mock-up and flashing membrane.
- F. Copy of Manufacturers Warranty.

#### 1.06 SUBMITTALS OF EQUALS

- A. Submittals shall be made not less than ten (10) days prior to bid date. Primary roof systems that have been reviewed and accepted as equals to the specified roof system will be listed in an addendum prior to bid date; only then will equals be accepted at bidding. All submittals which do not conform to the following requirements will be rejected.
- B. Furnish in triplicate:
  - 1. 8" x 10" mock up samples of the complete roof membrane and flashing membrane assemblies.
  - 2. Latest edition of the roofing system manufacturer's specifications and installation instructions.
  - 3. Detailed descriptive list of the materials proposed for use.
  - 4. Copy of UL approval of the proposed roofing system for the required assembly and slope. No other testing agency approvals will be accepted.
  - 5. Letter from the proposed primary roofing manufacturer confirming the number of years it has directly manufactured the proposed primary roofing system under the trade name and/or trademarks as proposed.
  - 6. List of ten (10) of the manufacturer's projects located within 25 miles of the project site of equal size and degree of difficulty which have been performing successfully for a period of at least ten (10) years. Include contact name and phone number.
  - 7. Complete list of material physical properties including solids. Owner reserves the right to request documentation from a nationally recognized independent lab certifying physical properties.
  - 8. Copy of manufacturer's inspection form.
  - 9. Qualifications of manufacturer's inspector(s)
  - 10. Proposal from manufacturer for site specific quality control program.
  - 11. Sample copy of the specified guarantee including terms and procedures for renewal.
  - 12. Documentation that manufacturer meets requirements of 1.06A.

#### 1.07 QUALIFICATIONS

- A. Manufacturer Qualifications
  - 1. Manufacturer shall be a member in good standing with the Southern California Roofing Contractors Association, Western States Roofing Contractors Association, National Roofing Contractors Association, Construction Specifications Institute, and California Association of School Business Officials.
  - 2. Manufacturer must furnish as single source all primary roofing materials with manufacturer's labels and have current listing in Underwriters Laboratory Directory. Materials must bear UL Classification marking on bundle, package or container indicating that materials have been produced under UL's Classification and Follow-up Service.
  - 3. Manufacturer must provide list of 10 projects of equal size and difficulty within a 25 mile radius of the project site.
  - 4. Manufacturer shall employ a full-time field inspector available for periodic inspections (not less than twice weekly) and final inspections. Inspection reports to be available to the Owner Representative on request.
  - 5. Manufacturer must employ a Registered Roof Consultant and Registered Roof Observer certified by the Roof Consultants Institute

**B. Contractor Qualifications**

1. Contractor to be approved by the primary material manufacturer.
2. Contractor must provide list of 3 projects of equal size and difficulty within a 50 mile radius using the specified roof system.
3. Contractor must provide a supervisor that can communicate with Manufacturer's Inspector and Owner Representative.
4. Contractor must provide knowledgeable foreman who understands all aspects of the specification.
5. Contractor to be a member in good standing with the local Roofing Contractors Association.

**1.08 QUALITY ASSURANCE**

**A. Pre-Job Conference**

1. Prior to the beginning of work, a pre-job conference shall be held at the job site.
2. Provide seven calendar days advance written notice ensuring the attendance by competent authorized representatives of the Henry Certified Contractor (HCC), a Henry Company representative, building owner, architect, consultant, and subcontractors including mechanical and electrical where such work penetrates the work of this Section.
3. During the pre-job conference, attendees shall review the specifications to determine any potential problems, changes, etc. Scheduling, weather conditions, unique job site conditions, installation requirements and procedures and any other information pertinent to the roof system installation shall be discussed.
4. The results of the conference shall be recorded with copies submitted to all participants

**B. Notify Henry Company Inspector 48 hours prior to job start, schedule changes and prior to application of surfacing and reflective coat.**

**C. A copy of the specification is to be on the job site.**

**1.09 DELIVERY, STORAGE & HANDLING**

**A. Delivery Requirements**

1. Deliver material in manufacturer's original sealed and labeled containers and in quantities required allowing continuity of application.

**B. Storage Requirements**

1. Store materials out of direct exposure to the elements. Store roll goods on a clean flat surface. Protect material against moisture. Store asphalt adhesives and cements in a heated area prior to use in cold weather.
2. When ambient temperatures are below 40°F (4°C), rolled materials must be stored in protected or heated areas and brought to the roof as needed for application.

**C. Handling Requirements**

1. Handle material in such a manner as to preclude damage and contamination with moisture or foreign matters
2. Materials that are found to be damaged or stored in any manner other than as stated above shall be automatically rejected and shall be removed and replaced at contractor's expense.

**1.10 JOB CONDITIONS**

**A. Protection Requirements.**

1. Protect building and grounds from overspray, staining and mechanical damage. Plank lawns, walks, etc. in traffic areas.
2. Applicator will be held responsible for any damage caused to roof top equipment, roof penetrations, clogged drains (if not identified prior to starting the work) and damage to building and grounds resulting from the execution of his work.
3. Lock valves on tankers when not attended.
4. Cover or arrange air intakes to be turned off during application of solvent based materials.

B. Environmental Requirements.

1. Do not apply material during precipitation or when rain is a probability during or after application before material can set.
2. Never apply solvent-based adhesives or coatings to a wet surface.
3. Never apply water-based emulsions when the ambient temperature is below 60°F (16°C) or will fall below 40°F (4°C) before the emulsion has cured to a tack-free black surface. High humidity, fog and dew will greatly extend the time for emulsions to cure.
4. Protect adjacent surfaces from staining and mechanical damage during application of roofing.

1.11 WARRANTY

A. CONTRACTOR WARRANTY

1. Prior to acceptance of the roofing work, furnish certified written warranty signed by Roofing Contractor agreeing to make repairs and replacements required to maintain roof, including flashing, in watertight condition for two years from date of substantial completion.
2. Make repairs or replacements at no additional cost to Owner.
3. Warranty shall include temporary repair work under emergency condition as required to maintain water tightness of the building pending permanent repairs.

B. MANUFACTURER'S WARRANTY

1. Furnish Manufacturer's 10 + 10 -year Warranty for material and workmanship. No exceptions to ponding water. There is to be no additional warranty or inspection fees for the 10-year extension.
2. Manufacturer to make inspection in the 2<sup>nd</sup> and 10<sup>th</sup> year of the warranty period.

1.12 MAINTENANCE

- A. Furnish Owner with annual maintenance requirements to maintain contractor and manufacturer's warranties.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Materials manufactured or supplied by Henry Company, Huntington Park, CA 90255. (323) 583-5000.
- B. Products by Tremco and Garland equal to the specified materials are also approved.
- C. Products by other manufacturers must be submitted 10 days prior for approval in accordance with Section 1.06 of these specifications..

2.02 PRODUCT DELIVERY

- A. Bulk delivery material shall be accompanied by a Henry Company bill of lading.

2.03 MATERIALS

- A. GENERAL: Refer to Project Scope of Work for applicable product references.
- B. Sheathing paper (wood decks only) -1 ply
- C. UNDERLAYMENT OR BUFFER PLY
1. #606 SBS 80# Mineral Surface Underlayment, – ASTM D 3909-91
- D. INSULATION
1. Polyisocyanurate insulation ASTM C-1289-95
  2. Density - ASTM D1622 – nominal 2 pcf
  3. Compressive strength - ASTM D1621 – nominal 20 psi
  4. Polyisocyanurate insulation overlay of minimum ½ inch perlite, fiberboard or 1/8" Henry Recover Board. Combined R-value of 19.
  5. Mechanical fasteners – corrosion resistant – listed with Factory Mutual
  6. Insulation adhesive: #111 InsulBond applied at rate of 2 to 2 ½ gallons per 100 sq.ft.

- E. INTERPLY (Select specified ply sheet)
  - 1. #604 Fiberglass Ply Sheet
    - a. nominal 25# asphalt coated base sheet
    - b. Tensile Strength: 65 lbs. MD – 55 lbs. XD
  
- F. INTERPLY ADHESIVE – 2 Gallons/Sq/Ply:
  - 1. #902 Permanent Bond Adhesive – low odor, modified and rubberized cold adhesive
- G. BASE FLASHING
  - 1. modifiedPlus NP180 s/s – SBS modified membrane, polyester reinforced.
- H. SURFACING (9 Gallons with 3 lbs. Glass/Square):
  - 1. #197 Asphalt Emulsion – ASTM D 1227-95 Type III, Class I
  - 2. and #189 Chopped Fiberglass
- I. REFLECTIVE SURFACING (as specified in Project Scope of Work)
  - 1. #558 Aluminum Emulsion- 1½ gal/Square
  - 2. Premium Elastomeric Coating: #280DC White, #291 Base Coat at 1 ¼ Gallons per square each
- J. MISCELLANEOUS PRODUCTS
  - 1. Primer #910 VOC Compliant Primer
  - 2. #600 Ruftac – 75 mil - SBS modified self-adhesive membrane
  - 3. #209 ElastoMastic
  - 4. #183 Reinforcing Glass – Yellow
  - 5. #196 Polyester Fabric
  - 6. #107 Asphalt Emulsion
  - 7. #109 Liquid Roof - Neoprene Modified Emulsion
  - 8. #176 Pond Patch
  - 9. Walk pads
  - 10. Approved mechanical fasteners
  - 11. Wolmanized wood nailers
  - 12. Replacement metal to be 24 gauge galvanized sheet metal
    - a. Metal edging to have maximum ¼" rise.
    - b. All flanges to be 4 inches with full corners
    - c. Pitch pans to have soldered joints.
  - 13. Lead Flashings to be minimum 4 oz. – factory or field soldered
  - 14. Josam or Smith drains and overflows
  - 15. ChemCurb pitch pockets (approved in lieu of galvanized pitch pockets)
  - 16. Four inch cant strips ASTM C-208

### PART 3 – APPLICATION

#### 3.01 GENERAL

- A. Henry Company's General Requirements and Product Data are a part of this specification.
- B. Do not tear-off or remove any more roofing than can be replaced the same day.
- C. Unless sheet metal components are specified for replacement carefully remove, clean, prime and set aside for reinstallation. Carefully turn up counterflashing.

#### 3.02 EXAMINATION

- A. Inspect deck and advise Owner's Representative of any corrections required before proceeding with roofing. Report in writing any unsatisfactory conditions that cannot be guaranteed. Absence of such report constitutes acceptance of the surfaces and conditions.



### 3.03 PREPARATION

- A. Sweep or vacuum all surfaces prior to commencement of roofing. Allow surface to dry before proceeding.
- B. Cut ply sheets into 18 foot lengths. Allow plies to flatten before application.
- C. All surfaces shall be well-secured, firm, smooth and free from rough spots and sharp projections before roof application begins.
- D. Wood decks. Repair and/or renaill roof sheathing where necessary. Cover gaps of ½" or more between sheathing board with flat sheet metal stock nailed. Contractor to replace deteriorated sheathing with new to match existing unless specified otherwise under Scope of Work.
- E. Test interior drains to confirm that they flow freely. Immediately notify Owner's Representative if correction is required.. Protect drains from plugs of gravel and debris.
- F. If not scheduled for new metal, carefully lift or remove metal counterflashing, coping, and gravel stop. Clean metal and set aside for reinstallation.

### 3.04 GENERAL REQUIREMENTS

- A. Install roofing in accordance with roofing system manufacturer's instruction, scope of work for the site and these requirements.
- B. Valleys and waterways. Install extra layer of the specified glass base set in full width application of #902 Permanent Bond Adhesive in valleys, drains and waterways.
- C. Prime metal flanges (all jacks, edge metal, etc.), concrete and masonry surfaces with a uniform coating of asphalt primer.
- D. Thinning or alterations of adhesives, primer, emulsion, reflective coat and sealants is not permitted.
- E. Clean all drains and remove clamp rings, dried mastic and any other loose material. Prime with asphalt primer and allow to dry. Install minimum 30" square leads in drains set in #209 ElastoMastic. When lead is not permitted by Owner install Ruftac. Replace broken or missing clamp rings, bolts or fasteners and drain bonnets with new. Complete drains the same day.
- F. Scuppers/Outlets. Set scuppers in 1/8" troweling of plastic cement. Three course flange with #209 ElastoMastic and glass fabric.
- G. Lift all supports for conduits and other pipes. Install new wood blocks under conduit or pipes. Reinforce under block with one layer of 80# Cap Sheet cut 6 inches larger in all directions of block, granules side up, set in generous application of #209 ElastoMastic prior to Monolithic surfacing. Seal top of bolts, screws, etc., with #209 ElastoMastic. Loosen brackets so pipes can expand and contract freely.
- H. EQUIPMENT PADS. Install one layer of Ruftac over equipment pads before installing metal pans.
- I. PIPE PENETRATIONS, ELECTRICAL JACKS, VENT PIPES EQUIPMENT STANDS
  1. Set flange over base plies set in #209 ElastoMastic.
  2. Seal with 6" strip of reinforcing fabric sealed solidly with #209 ElastoMastic. Cut a collar of base sheet to fit around vents and overlap the flanges 6" on sides. Set in application of #209 ElastoMastic.
  3. Form a #209 ElastoMastic cant around base of vents prior to the application of the Monolithic surfacing.
  4. Ruftac is an acceptable alternative to I.2.
  5. When specified in project's Scope of Work, install storm collars on all pipe penetrations and jacks.
- J. 3-COURSING
  1. Prime wall surface at least 3" above termination edge of the base flashing.
  2. Over completed base flashing trowel a 5 inch wide layer of #209 ElastoMastic 1/8" thick to completely cover nails and top edge of base flashing.
  3. Embed a 4" wide strip of Yellow Glass Fabric and apply another 1/8" troweling of #209 ElastoMastic covering fabric completely. Bring to a feather edge and finish in a straight line.
  4. If not covered by metal counterflashing cover with Monolithic Emulsion system.
- K. CANT STRIPS. Install cant strip at all horizontal to vertical transitions. Nail or set in specified #209 ElastoMastic. Set to provide smooth transition without gaps. Miter corners. At scuppers bevel cant strip starting 8" back from outlet.
- L. COPING JOINTS: Clean coping joints. Prime 3 inches on both sides of joint and seal joint with 6 inch minimum layer of Ruftac.

- M. WATER CUT-OFF. At end of day's work, or when precipitation is imminent, install a water cut-off at all open edges. Install alternating layers of #209 ElastoMastic and roof felts. Construction is to withstand protracted periods of service. Remove cut-offs completely prior to the resumption of roofing.
- N. Roll the membrane with a 75 lb. (34kg) (minimum) weighted roller within 30 minutes to 4 hours of application. Provide waterstops and seal all terminations at the end of each day.
- O. On slopes over 3" in 12" (250mm/m), install interplies parallel to slope blindnailing 4" (102mm) at end laps only, 6" (152mm) on center.
- P. WALKWAYS. Install walkways in 4' sections allowing 2" spacing between sheets. Cut and trim pieces as required to fit conditions. Set walkway in spot applications of #209 ElastoMastic.

### 3.05 Specification H3-NGC-MR (NAILABLE DECK – NO INSULATION)

- A. Over diagonal sheathing install one layer of rosin sheathing paper. Lap each sheet 2" (51mm) and nail sufficiently to hold in place.
- B. UNDERLAYMENT OR BUFFER Apply #606 inverted 80# base ply granule side down with 2" (51mm) side laps and 4" (102mm) end laps. Apply the first sheet of underlayment with a 12" (305mm) width and the remaining sheets full width.
- C. Nail underlayment through one inch tin disks at side laps 9" (229mm) on center and 18" (457mm) on center, staggered in two rows 12" (305mm) from each edge. Fasteners to be sufficient length to penetrate deck ½ inch.
- D. Specification H3-NGC-MR
  1. Over the underlayment, apply two (2) layers of #604 25# interply sheets set in a uniform application of #902 Permanent Bond Adhesive at a rate of 2 gallons per 100 sq.ft.
  2. Apply the first sheet with an 18" (457mm) width then over that a full width piece. Install the remaining sheets full width overlapping preceding sheet 19". Stagger laps with the layer below. Run plies to top of cant.

### 3.06 PONDS AND LOW SPOTS – Only applies when specified in Scope of Work

- A. After membrane has been installed, identify and mark low spots for correction.
- B. Coat low spots with #197 Asphalt Emulsion at 3 gallons per square. Allow emulsion to cure until it can take foot traffic without scuffing.
- C. Mix #176 PondPatch per label instructions and fill low spots. Screed and finish trowel to proper height over the pond area. Feather trowel edges.
- D. Allow PondPatch to dry completely. Remove high spots and ridges with a wire brush.
- E. Cover with an embedding coat of #107 emulsion at rate of 3 gallons per 100 sq.ft. extending 6 inches onto existing membrane.
- F. Embed # 196 Polyester into emulsion and allow to dry.
- G. Complete installation to match existing roof.
- H. If PondPatch is installed under membrane, installation of a one way roof vent is required.

### 3.07 METAL EDGING

- A. Extend top layer of base sheet over edge of roof approximately 1".
- B. Install metal flange over completed membrane but before application of surfacing. Set metal flange in trowel application of #209 ElastoMastic. Nail 3" (76mm) o.c. staggered.
- C. Over prepared surface install 12-inch wide Ruftac over metal flange and extending onto the field of the roof.

### 3.08 FLASHINGS

- A. General Requirements
  1. Prime concrete surfaces with specified primer and allow to dry.
  2. Complete first ply of flashing daily to assure watertight installation.
  3. Install Base Flashing to a maximum 24-inch height.
  4. Ruftac may be used in lieu of #606 Mineral Surfaced Cap Sheet, but requires that surface be primed and allowed to dry.
  5. Install flashings in two pieces when height exceeds 24 inches. Overlap bottom layer 3 inches.
  6. Reinforce and make watertight all angles with one layer of mineral surfaced cap to extend two (2) inches above cant and two (2) inches onto field. Coat substrate and back of sheet with 902

Permanent Bond Adhesive at rate of 1 gallon per 100 sq.ft. per side. Allow to tack. May require approximately 30 minutes air time to be tacky. Press in place. Lap sides 3 inches.

7. Unless otherwise specified 3-course top edge with #209 ElastoMastic and #183 Yellow Glass
- B. Install Flashing Specification Number #180
  1. Cut layer of mineral surfaced cap to extend not less than 4" (51mm) above cant strip. Coat back of cap ply and wall with #902 Permanent Bond Adhesive at rate of ¼ gallon/100 sq.ft. (.3 l/m<sup>2</sup>) each side. Allow sheets to set until tacky. Press sheet in place. Lap ends 4" (102mm).
  2. Nail top of completed base flashings 8" (204mm) o.c.
  3. Provide counterflashing with minimum 4" (102mm) face installed in reglet or surface mount.
  4. Apply compatible sealant.
- C. Wall Flashings
  1. Wood Walls. Nail #605 granule side out. Nail 12 inches on center in all directions and 6" on end laps. Extend wall flashing over base flashing three inches.
  2. Concrete Walls. Unless otherwise specified, cover the inside and tops of concrete parapet walls with one layer of Ruftac. Extend membrane over base flashing three (3) inches and to within 3 inches of outside wall. Rub in firmly by using a wallpaper roller bonding Ruftac without wrinkles or loose areas. Nail top edge through one inch tin disks eight (8) inches o.c.
  3. Masonry Block Walls. Unless otherwise specified cover the inside and tops of masonry block walls with one layer of polyester embedded in 4 gallons of 197 Asphalt Emulsion. Side laps to be three (3) inches. Extend over base flashing three (3) inches and to within 3 inches of outside wall. Polyester to be fully embedded and without wrinkles.

### 3.09 SURFACING; Monolithic System

- A. After the adhesive has thoroughly cured (no solvent odor is evident and laps cannot be pulled apart), but not less than five days, sweep or pressure blow dust and debris from the roof surface to provide a clean surface. Hose and/or scrub off with water any residue accumulation.
- B. Protect adjacent walls not scheduled for emulsion and reflective coating. Protect equipment, roof top units, valves, switches, coils or moveable parts etc. not scheduled to receive Monolithic application from overspray. Mask off identification plates on equipment.
- C. Clean gutters prior to surfacing.
- D. Cover prepared surfaces with not less than 9 gallons (34l) per 100 sq.ft of undiluted #197 Asphalt Emulsion. Evenly blend emulsion with 3 lbs. (1.4kg) of ¾" (19mm) long chopped glass reinforcing sprayed with equipment approved by Henry Company. Tufting of the glass fibers is not acceptable. Spray emulsion in a pattern into laps of base sheet so that when system is dry, there are no voids or bridging of glass over any seam of the membrane.
- E. Unless otherwise specified, spray vents, ducts, and parapet walls. Spray parapet walls to within one inch of outside edge; above reglets and/or 5-course counter-flashing.
- F. Spray base flashings and other designated surfaces with the Monolithic System.

### 3.10 REFLECTIVE COATING:

- A. As soon as emulsion surfacing has cured (tack-free and black), clean the surface of dust and debris. After five (5) days hose roof surface and scrub out any pockets of residue.
- B. Apply #294 Elastomeric Base Coating at the rate of 1 1/4 gallons per 100 square feet (.6l/m<sup>2</sup>) in one coat.
- C. Apply #280 White Elastomeric Finish Coating at the rate of 1 ¼ gallons per 100 square feet in one (.6l/m<sup>2</sup>) coat.
- D. Apply #588 Aluminum Emulsion Coating at the rate 1 ¼ gallons per 100 square feet in one (.61/m<sup>2</sup>) coat.
- E. Any areas that peel must be redone before the project will be considered complete.
- F. In arid climates when rain is unlikely within 30 days of application of the aluminum coat, hose roof surface 30 days after application.

### 3.11 CLEAN-UP

- A. Test all drains to confirm they are free flowing and clear of debris.

- B. Clean gutters and downspouts as needed of all debris.
- C. Any deficiencies found during final inspection will be corrected within 5 working days and will be re-inspected by a Manufacturer's Representative and Owner's Representative.
- D. Leave premises clean to complete satisfaction of the Owner.

END THIS SECTION

## ROOF TO BE REROOFED

NAME OF Building: District Warehouse Supply  
10331 Stanford  
Garden Grove,

AREA TO BE REROOFED: School Supply Building ( Center)  
as per drawing and/or jobwalk.

### ROOF PREPARATION

Complete tear-off and removal of existing roofs.

Remove any abandoned pipes, flashings, etc.

Abandoned platforms, skylights, curbs, raised sleeper shall be removed and sheathed over to match existing sheathing.

Raise all existing exhaust fan curbs to a minimum of 8".

Furnish and install new roof hatch at existing location.

Contractor shall give a per square foot price for replacing broken or water damaged sheathing, matching existing type and thickness.

Jobs may be stopped if the Contractor doesn't provide a knowledgeable Foreman who understands all aspects of the specification for which his company has contracted to install and supervise the workmanship of his crews. A copy of the specification is to be on the jobsite at all times.

### ROOF SYSTEM

**H3-NGC-MR:** 80# Buffer (#606), two layers of 25# Base Sheet (#604), Monolithic System. All Roof Substraights to receive Aluminum Reflective Coating, as specified in Master Specification.

**Note:** 1. Assemble interply sheets shingle fashion, the top finish sheet **MUST** be installed full width single ply.

2. Broadcast 20 lbs granules per 100 sq. ft., into wet #291 Base Coat in all waterways

Base Flashing: Install Base Flashing Specification #180 (Modified Plus NP180 S/S Polyester Reinforced Membrane

Extra layer of base sheet in all base flashings and waterways.

**"Ten & Ten" Manufacturer's Roof Membrane Warranty.** The Contractor **MUST** notify the School District and the manufacturer at least 24 hours prior to commencing work to arrange for inspection of the roofing application. Also, if the Contractor pulls off job for any reason, School District personnel and manufacturer's representative must be notified.

**NOTE:** Failure to inform the manufacturer prior to commencing work, project may be stopped and Contractor may be held responsible to make any corrections to fulfill contract obligations, without any extra cost being placed on the District or the manufacturer.

Manufacturer shall provide a qualified inspector with reroofing experience and knowledge (5 years plus). Manufacturer's inspector to make periodic inspections, as well as inspection reports. These reports can be provided to owner's representative at any time during progress of work.

### SPECIAL CONDITIONS

All Electrical junction boxes & all valves of any type to be protected prior to monolithic & reflective coating applications.

Install all new 4# lead flashings.

Install new 2x4 blocks under conduit or pipes every 10 foot; also reinforce under block with extra layer of 80# Underlayment, 6" wider than blocks, mineral side down, set in generous application of #209 Elastomastic.

Non Wood Parapets (stucco, brick, block, concrete) – Clean, coat parapet with 4 gallons #107 Emulsion and embed one layer of polyester. Sheet must start within one inch of outside edge of parapet and lap down over 5 coursing. Brush thoroughly into emulsion. Coat polyester completely with Monolithic System

Metal covered parapet wall on east side:

1. Furnish & install ½" plywood over existing sheet metal.
2. Apply 1 layer of fiberglass base sheet nailed as specified.
3. Apply 1 layer of back coated buffer ase specific to the top outside edge as specified.
4. Install new 24 ga. Sheet metal coping with 3" face and drip edge Seal coping joints with 6" Ruftac and then spray entire parapet with nine gallons Monolithic Emulsion System and Reflective Coating.

Contractor must water test internal drains, especially on coal tar recovers, and notify owner's representative before tear-off crew starts work or Contractor will be held responsible for plugged drains at completion of new roof.

Note: 1. Contractor shall clean up any Josam type drain for reuse. Apply 3'x3' layer of Ruftac reinforcement on top of buffer down into drain. Any broken rings, missing bolts or clamps shall be replaced or new drains may be installed.

2. When work is started at drains, the Contractor must complete the drain area with plies of base sheet and Ruftac or lead and install clamp rings the same day.

Scupper type drains, shall be set on top of buffer, into a generous application of #209 ElastoMastic and nailed with galvanized nails. Seal flange with 6" wide yellow jacket. Install base sheets tightly then reinforce with a 3"x3" layer pressed in tightly. Prime and 3-Course all corners of scupper over completed system with #209 Elastomastic.

Contractor to replace any missing drain screens, with new metal screens to fit drain type.

Roof Hatch: Install decktop walkpads on top of completed roof system after aluminum is completely dry. Secure the 3'x4' units by applying five generous spots of #209 Elastomastic on the back surface of each walkpad, turn over, in place, on top of Reflective Coating. Allow approximately 6" between each unit to allow for drainage.

Remove existing Pitch Pans and install new split lead jacks as specified in master specifications to fit field conditions. Install clamp rings and seal with #209 Elastomastic.

If necessary to get a smooth job, base sheets shall be cut and allowed to flatten in piles. Sheets should be broomed and cold process sheets shall be rolled with a weighted roller approximately 30 minutes or up to 4 hours after sheets are in place.



# A-Tech Consulting, Inc.

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## LIMITED ASBESTOS SURVRY

### District Warehouse

10331 Stanford Avenue, Roof

City of Garden Grove  
County of Orange  
State of California

Project Number: Atch-170932

May 31, 2017

PREPARED FOR:

**Garden Grove Unified School District**

**PRIVILEGED & CONFIDENTIAL**

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**Cover**

**ASBESTOS**

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Atch-170932  
Limited Asbestos Survey  
10331 Stanford Avenue  
Garden Grove, California 92840

May 31, 2017

Garden Grove Unified School District  
8211 Lampson Avenue  
Garden Grove, CA 92841

Attn: Mr. Marc Aranda

Re: District Warehouse  
10331 Stanford Avenue, Roof  
Garden Grove, California 92840

Pursuant to your request, A-Tech Consulting, Inc. (A-Tech) has completed a Limited Asbestos Survey of the Roof at the District Warehouse located at 10331 Stanford Avenue, in Garden Grove, California. The following report summarizes the findings this inspection.

## **1.0 INTRODUCTION**

A-Tech was contacted by Mr. Marc Aranda with Garden Grove Unified School District to confirm the presence or absence of asbestos on Roof at the District Warehouse located at 10331 Stanford Avenue, (subject property), in Garden Grove, California. The survey was conducted by Joseph Williams - CAC #14-5269 with A-Tech on May 23, 2017. This report was not intended to be a comprehensive survey.

## **2.0 SCOPE OF SURVEY**

This limited asbestos survey was performed to identify visible and/or readily accessible suspect friable and non-friable Asbestos-Containing Building Materials (ACBMs) at a subject property. The intent of this survey was to satisfy all regulatory requirements for renovation and/or demolition. Friable ACBM as defined by the U.S. Environmental Protection Agency (EPA) and South Coast Air Quality Management District (SCAQMD), Rule 1403 is material that when dry, can be easily pulverized, crushed or reduced to powder by hand pressure. Non-friable ACBM that can potentially be broken, crumbled, pulverized or reduced to powder in the course of demolition or renovation activities are classified as Class I or Class II, non-friable ACBM. These surveys are typically accomplished by, and limited to, an in-depth site reconnaissance, a review of readily available building records, and a review of readily available asbestos Operation and Maintenance (O&M) plans. In the event that suspected or known ACBMs exist at a given site, samples of the potential ACBMs may be collected for subsequent laboratory analysis.

This inspection was limited to representative locations in the project area that may be affected by the renovation activities. Limited intrusive and no destructive sampling was conducted as a part of the scope of services performed. If additional suspect materials are observed by the contractor, abatement contractor, building owner and/or its representatives, A-Tech should be notified to conduct additional testing. Certain materials may not have been visible/accessible during the initial survey such as subsurface materials, live electrical equipment, materials in pipe chases, barrier paper under wood, sub-slab membranes, materials under the building structure, in wall and ceiling cavities, etc.

This Limited Asbestos Survey was conducted in accordance with the Scope of Services authorized by Mr. Marc Aranda with Garden Grove Unified School District in accordance with current regulatory guidelines. All sampling was conducted at the direction of Mr. Marc Aranda and was limited to the areas and materials with the potential for impact during any upcoming renovation activities.

## **3.0 PREVIOUS SURVEY/HISTORICAL DATA**

No prior asbestos related documentation for the subject property was reviewed or made available.

#### 4.0 VISUAL INSPECTION AND SAMPLING/ANALYTICAL METHODOLOGY

To identify suspect friable and non-friable ACBM, as required under California law, a California Occupational Safety Health Administration (CAL-OSHA), Certified Site Surveillance Technicians (CSST) and/or Certified Asbestos Consultant (CAC) is required to conduct visual and/or bulk surveys of a subject property.

During this survey, A-Tech Consulting, Inc. identified homogenous areas of suspected ACBMs for purpose of sampling in accordance with current CAL-OSHA/EPA (AHERA) requirements. These areas were defined with respect to similarities in appearance, age, use, type, color, and/or texture. The condition and estimated quantity of the suspected materials were also assessed. Based upon A-Tech's observations, four (4) homogeneous suspect asbestos containing building materials were identified. Only pre-selected materials delineated by Garden Grove Unified School District were sampled during this inspection. Please refer to Appendix A, Asbestos Bulk Analysis, for a complete list of sampled materials.

To evaluate the presence of asbestos in these suspected ACBMs, A-Tech Consulting, Inc. obtained fourteen (14) bulk samples, which appeared to represent each homogeneous area (see tables). However, some of the samples analyzed have multiple layers of material, which the laboratory is required to separate and analyze independently. The total amount of samples analyzed was sixty-eight (68). Regarding multiple layered materials, if one layer tests positive for asbestos content, the entire sample is considered positive.

Materials containing greater than one-tenth of one percent (>0.1%) asbestos by weight is considered positive in this report and defined as asbestos containing construction material (ACCM), and anything >1% is an asbestos containing material.

Following Asbestos Hazard Emergency Response Action (AHERA) inspection methodology, the inspector identifies each suspect material and categorizes it into one of three established material types: surfacing, thermal system or miscellaneous (See Attached Table: Asbestos Bulk Sample Analysis for Individual Sample Identification). The following describes the characteristics for these three categories:

- *Surfacing material* - means material in a building that is sprayed on, trowelled on, or otherwise applied to surfaces such as acoustical plaster on ceilings, fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, or other purposes.
- *Thermal system insulation* - means material in a building applied to pipes, fittings, boilers, breeching, tanks, ducts, or other interior structural components to prevent heat loss or gain, or water condensation, or for other purposes.
- *Miscellaneous material* - means interior building material on structural components, structural members or fixtures, such as floor and ceiling tiles, and does not include surfacing material or thermal system insulation.

Amended water-spray wet methods were used during the collection of each friable sample, such as suspended ceiling tiles. Whenever possible A-Tech does not conduct destructive sampling (with the exception of vacant buildings to be demolished). For example, samples of floor tile would be collected by taking a small chip out of a corner or area that was already damaged.

After collecting each sample, the sampling equipment was cleaned with a moist towelette. Each sample was sealed in a sample container and assigned a discrete sample identification number.

#### 5.0 LABORATORY ACCREDITATION & ANALYTICAL PROCEDURES

The fourteen (14) samples obtained from the subject property were delivered to Aerobiology Laboratory Associates, Inc. of Huntington Beach, California (714) 895-8401 (under chain-of-custody procedures) for analysis. This laboratory is a fully accredited laboratory by the National Institute of Standards and Technology (NIST) through participation in the National Voluntary Laboratory Accreditation Program (NVLAP) lab code #201076-0.

The samples were analyzed for asbestos by PLM, using dispersion staining in accordance with U.S. EPA Procedures outlined in 40 CFR 763, Subpart F, Appendix A (AHERA). Utilizing the PLM 600R/R-93/116 method, the result given is a semi-quantitative result (down to <1%) which reflects a calibrated visual estimate from an analyst using both Polarized Light Microscopy and Stereomicroscopy.

## 6.0 ASBESTOS IDENTIFICATION

Based upon the analytical results, asbestos is present in two (2) of the samples analyzed, of which both (2) of the samples were considered to be non-friable material. These samples were obtained from the silver textured paint.

Based upon the analytical results, asbestos is present in the following material:

<u>Sample Number</u>	<u>Material</u>	<u>Sample Locations</u>	<u>Asbestos Type - Percentage</u>	<u>Est. Qty.</u>
170932-A-0009	Silver Textured Painted Roofing	District Warehouse, Roof, on Parapet Wall	Chrysotile - 5 %	1050 SF
170932-A-0010	Silver Textured Painted Roofing	District Warehouse, Roof, on Parapet Wall	Chrysotile - 5 %	See 09

The homogenous locations for the material containing asbestos are as follows:

<u>Materials</u>	<u>Material Locations</u>
Silver Textured Paint	District Warehouse, Roof on Parapet Walls

## 7.0 MATERIAL CONDITION

The building materials identified as ACM's are in good condition and are considered to be non-friable (See Appendix A. Asbestos Bulk Sample Analysis for detailed information).

Materials in good condition have a low exposure potential in their current state. Monitor conditions regularly and maintain all asbestos-containing materials in good (intact) condition.

## 8.0 RECOMMENDATIONS

Due to the potential hazards of exposure, an Asbestos Management Program (AMP) should be prepared, and implemented, to avoid incidental, and/or accidental disturbance of ACM. The AMP should set forth operational and maintenance guidelines to minimize fiber release, which may be caused by, age, normal wear and tear, delamination, building maintenance, repairs, renovation and other activities which may disturb ACM.

Prior to renovation, specifications should be properly modified to incorporate the removal of ACM. If removal of ACM is required in connection with demolition, renovation, or building repair, such work should only be performed by personnel who are appropriately trained, experienced, and registered. Intentional disturbance of ACM should be performed in a manner such that emissions are controlled. Control measures should include, but not be limited to, wet methods; encapsulation, removal with HEPA-filter equipped vacuums, and appropriately labeled polyethylene bags. HVAC systems in work areas where asbestos is to be abated should be deactivated and the register closed and temporarily sealed. Air monitoring relating to such work should be performed by or under the direct supervision of a California State Certified Asbestos Consultant before, during, and after the abatement work, as required by EPA and other regulations.

California law requires a building owner to provide tenant, employee and vendor notifications within fifteen (15) days of receipt of information identifying the presence of ACM in their building(s) and annually thereafter. Specific notification requirements are outlined in Assembly Bill 3713. The Division of Occupational Safety and Health (DOSH or CAL/OSHA) must be notified a minimum of 24 hours prior to the start of any asbestos-abatement project.

The local National Emission Standards for Hazardous Pollutants (NESHAPS) regulatory agency as listed below must be notified ten (10) working days prior to the start of any demolition or asbestos abatement projects which exceed 100 square feet or 120 linear feet of asbestos-containing material. This project is within the jurisdiction of the South Coast Air Quality Management District (SCAQMD), Rule 1403.

There are potential liabilities associated with the presence, and removal of ACM. Precautionary measures, as outlined herein, should be taken in accordance with the guidelines set forth by the EPA, the Occupational Safety and Health Administration (OSHA) and other regulatory agencies.

**If any further suspect asbestos containing materials are discovered and are to be impacted as part of the renovation activities, they must be sampled for asbestos content prior to being impacted.**

## 9.0 LIMITATIONS

The conclusions presented in this report are professional opinions based solely upon visual observations at the site and laboratory analysis of the tested samples. They are intended exclusively for the purpose outlined herein, and for the site location and project indicated.

This survey report is not specifications for asbestos abatement and it should not be used as a stand-alone asbestos abatement bid document. Recognizing that even the most comprehensive survey may fail to detect ACM at a particular site, this study was not intended to identify all potential ACM present in the building or at the site for such reasons as the possible existence of buried, covered and inaccessible areas and features. A-Tech does not warrant that all sub-surface, wall cavity or other inaccessible materials were tested. A-Tech did not test any live electrical components or disassemble operational building equipment such as fans or HVAC components. These components may contain untested suspect ACM's. If any suspect ACMs not tested herein are discovered, they must be tested prior to impact.

Samples were collected from materials of similar appearance, age, use, type, color and/or texture. However, this does not guarantee that they are of the same composition. No guarantee is expressed or implied that all ACM has been identified. **Asbestos quantities are estimates only (see Asbestos Tables-Est. Qty.) Exact quantities should be verified by the abatement contractor prior to removal.**

A-Tech assumes no responsibility for the identification of suspect asbestos containing materials, which are not included in this survey, concealed and/or inaccessible (i.e. locked rooms, under carpet, etc.) However, A-Tech makes every attempt possible to inspect all designated areas for asbestos containing materials (i.e. check under carpeting, inspect attic, crawl space, etc.).

Services performed by A-Tech were conducted in a manner above the care and skill ordinarily and currently exercised by members of the same profession that even the most comprehensive scope of services might fail to detect environmental liabilities on a particular site. Therefore, A-Tech cannot act as insurers and cannot "certify" that a site is free of environmental contamination.

No expressed or implied representation or warranty is included or intended in our reports, except that our services were performed, within the limits prescribed by the Scope of Services, with the customary thoroughness and competence of our profession.

This report is intended for the sole use of the contracted Client and its authorized representatives. The exchange of information was unique between A-Tech and the client regarding the mutually agreed upon scope of service. Unless explicitly authorized in this report, no third party is beneficiary to the contract or findings of this report. The unauthorized use or reliance of this document or the findings, conclusion or recommendations presented herein, by any other party or parties is at the sole risk of any such third party. For the same reasons, no warranties or representations, expressed or implied in this report, are provided to any such third party.

Information and opinions presented herein apply to the existing and reasonable foreseeable site conditions at the time of our investigation. They cannot necessarily apply to site changes of which this office is unaware and have not had the opportunity to review. Changes in the conditions of this property may occur with time due to natural processes or works of man on the subject property or on adjacent properties.

Changes in applicable standards may also occur as a result of legislation of the broadening of knowledge. Accordingly, the findings of this report may be invalidated, wholly or in part by changes beyond our control.

A-Tech trusts that the information presented herein provides the data you require. Should you have any questions or comments please contact A-Tech Consulting, Inc. at (800) 434-1025.

Respectfully submitted,  
A-Tech Consulting, Inc.



Robert L. Williams, DPH, CAC, CIEC  
Certified Asbestos Consultant #96-1980



**Asbestos Bulk Analysis**

**Client Name:** Garden Grove Unified School District

**A-Tech Project Number:** 170932

**Location:** District Warehouse, 10331 Stanford Avenue, Roof

<u>Sample Number</u>	<u>Material</u>	<u>Sample Locations</u>	<u>Pos/Neg</u>	<u>Asbestos Type - Percentage</u>	<u>Classification</u>	<u>Friability</u>	<u>Cond.</u>	<u>Access.</u>	<u>Est. Qty.</u>
170932-A-0001	Silver Rolled Roof	District Warehouse, Roof	Negative	None Detected	N/A	N/A	N/A	N/A	N/A
170932-A-0002	Silver Rolled Roof	District Warehouse, Roof	Negative	None Detected	N/A	N/A	N/A	N/A	N/A
170932-A-0003	Silver Rolled Roof	District Warehouse, Roof	Negative	None Detected	N/A	N/A	N/A	N/A	N/A
170932-A-0004	Silver Rolled Roof	District Warehouse, Roof	Negative	None Detected	N/A	N/A	N/A	N/A	N/A
170932-A-0005	Silver Rolled Roof	District Warehouse, Roof	Negative	None Detected	N/A	N/A	N/A	N/A	N/A
170932-A-0006	Roof Patch with Black Mastic	District Warehouse, Roof	Negative	None Detected	N/A	N/A	N/A	N/A	N/A
170932-A-0007	Roof Patch with Black Mastic	District Warehouse, Roof	Negative	None Detected	N/A	N/A	N/A	N/A	N/A
170932-A-0008	Roof Patch with Black Mastic	District Warehouse, Roof	Negative	None Detected	N/A	N/A	N/A	N/A	N/A
170932-A-0009	Silver Textured Painted Roofing	District Warehouse, Roof, on Parapet Wall	Positive	Chrysotile - 5 %	Surfacing	Non-Friable	Good	Low	1,050 SF
170932-A-0010	Silver Textured Painted Roofing	District Warehouse, Roof, on Parapet Wall	Positive	Chrysotile - 5 %	Surfacing	Non-Friable	Good	Low	See 09
170932-A-0011	Silver Textured Painted Roofing	District Warehouse, Roof, on Parapet Wall	Negative	None Detected	N/A	N/A	N/A	N/A	N/A
170932-A-0012	Roof Penetration Mastic	District Warehouse, Roof	Negative	None Detected	N/A	N/A	N/A	N/A	N/A

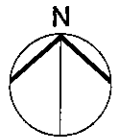


# A-Tech Consulting, Inc.

<u>Sample Number</u>	<u>Material</u>	<u>Sample Locations</u>	<u>Pos/Neg</u>	<u>Asbestos Type - Percentage</u>	<u>Classification</u>	<u>Friability</u>	<u>Cond.</u>	<u>Access.</u>	<u>Est. Qty.</u>
170932-A-0013	Roof Penetration Mastic	District Warehouse, Roof	Negative	None Detected	N/A	N/A	N/A	N/A	N/A
170932-A-0014	Roof Penetration Mastic	District Warehouse, Roof	Negative	None Detected	N/A	N/A	N/A	N/A	N/A

**LEGEND:**

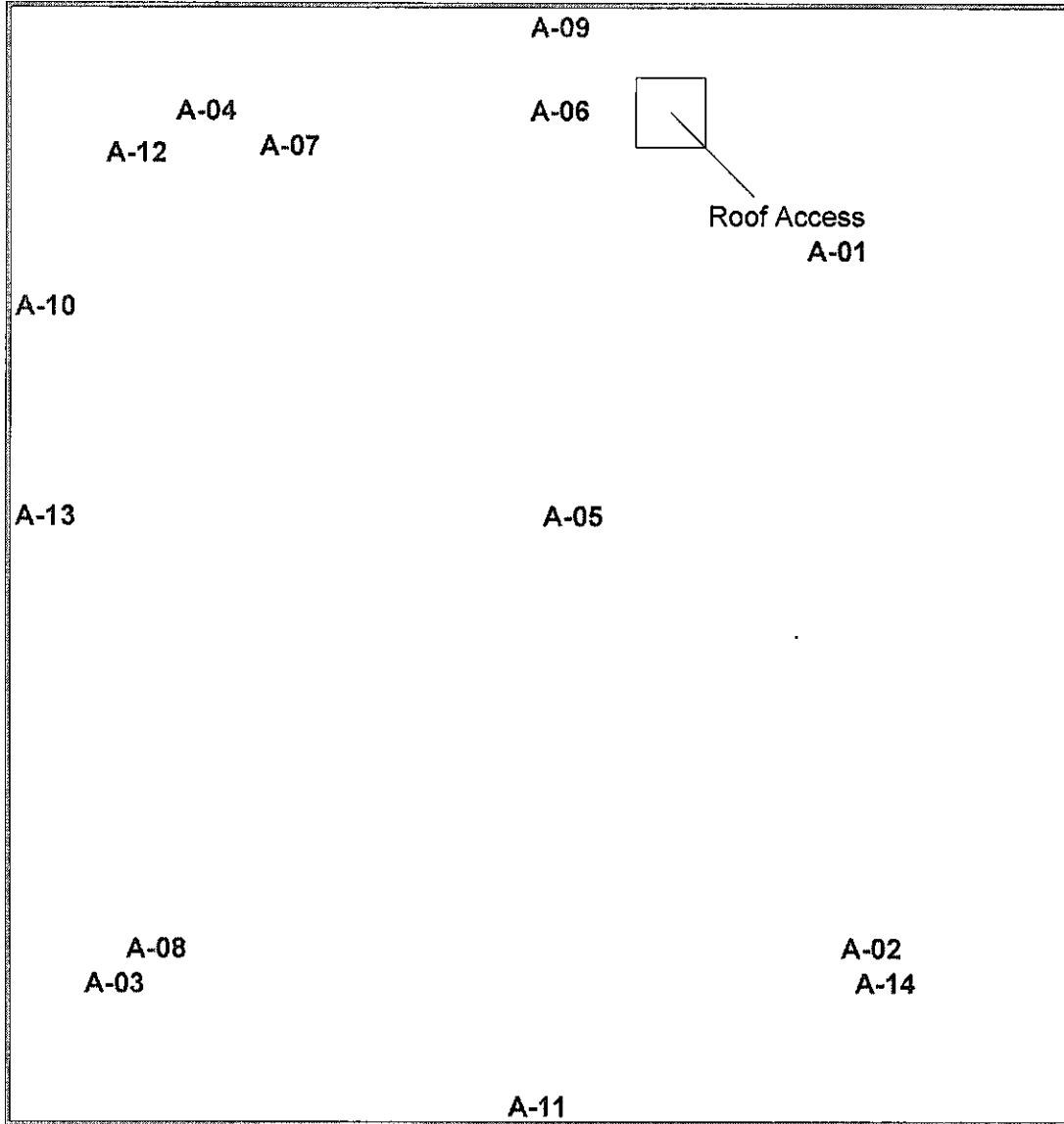
N/A: Not Applicable



Not to Scale



A-Tech Consulting, Inc.



# Roof

**Legend:**

- A = Positive Asbestos Sample Locations
- A = Negative Asbestos Sample Locations

**Site Drawing – Asbestos – Page 1 of 1**

District Warehouse  
 10331 Stanford Avenue, Roof  
 Garden Grove, California 92840

Project #: Atch-170932

Garden Grove Unified School District





A-Tech Consulting, Inc.

## Digital Photographs - Asbestos

Client: Garden Grove Unified School District

Project #Atch-170932

District Warehouse  
10331 Stanford Avenue, Roof  
Garden Grove, California 92840



Silver Textured Painted Roofing

A-Tech Consulting, Inc.  
1748 W Katella Ave  
Orange, California 92867  
Attn: Robert Williams  
Project: **Atch - 170932 District Warehouse, Roof**  
Condition of Sample(s) Upon Receipt: Acceptable



Date Collected: 05/23/2017  
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Page 1 of 6

**Test Requested: PLM Bulk Count (EPA Method 600/R93/116)**

Method: Polarized Light Microscopy (PLM), Interim Method for Asbestos in Bulk Insulation: EPA 600/M4-82-020. Method for Asbestos in Bulk Building Material: EPA 600/R-93/116

Sample Identification		Physical Description of Sample	Homo- geneous (Y/N)	Layer Percentage	Asbestos Detected	Non-Asbestos Fibers (%)	Non- Fiber Material	Matrix Material
Client	Lab Sample Number							
1 / 170932-A-01	17015392-001-A	Silver Coating	Y	10	ND		100	Other
	17015392-001-B	Black Roofing Tar with Mesh	Y	30	ND	30 FBG	70	T
	17015392-001-C	Black/Grey Roofing Shingle	Y	20	ND	30 CELL	70	T
	17015392-001-D	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-001-E	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-001-F	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-001-G	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-002-A	Silver Coating	Y	10	ND		100	Other
	17015392-002-B	Black Roofing Tar with Mesh	Y	30	ND	30 FBG	70	T
	17015392-002-C	Black/White Roofing Shingle	Y	20	ND	30 CELL	70	T



Miguel Ines  
Laboratory Analyst



Miguel Ines  
Asbestos Laboratory Supervisor

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AN = Anthophyllite  
CHRY = Chrysotile  
CR = Crocidolite  
TR = Tremolite  
ND1 = None Detected  
Trace = Less Than 1%

CELL = Cellulose  
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Page 2 of 6

2 / 170932-A-02	17015392-002-D	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-002-E	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-002-F	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-002-G	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
3 / 170932-A-03	17015392-003-A	Silver Coating	Y	10	ND		100	Other
	17015392-003-B	Black Roofing Tar with Mesh	Y	30	ND	30 FBG	70	T
	17015392-003-C	Black/Grey Roofing Shingle	Y	20	ND	30 CELL	70	T
	17015392-003-D	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-003-E	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-003-F	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-003-G	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
4 / 170932-A-04	17015392-004-A	Silver Coating	Y	10	ND		100	Other
	17015392-004-B	Black Roofing Tar with Mesh	Y	30	ND	30 FBG	70	T
	17015392-004-C	Black/Grey Roofing Shingle	Y	20	ND	30 CELL	70	T
	17015392-004-D	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T



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	17015392-004-E	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-004-F	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-004-G	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
5 / 170932-A-05	17015392-005-A	Silver Coating	Y	10	ND		100	Other
	17015392-005-B	Black Roofing Tar with Mesh	Y	30	ND	30 FBG	70	T
	17015392-005-C	Black/White Roofing Shingle	Y	20	ND	30 CELL	70	T
	17015392-005-D	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-005-E	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-005-F	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-005-G	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
6 / 170932-A-06	17015392-006-A	Black Roofing Tar	Y	10	ND	5 CELL	95	T
	17015392-006-B	Silver Coating	Y	10	ND		100	Other
	17015392-006-C	Black Roofing Tar with Felt	Y	20	ND	30 FBG	70	T
	17015392-006-D	Black/Grey Roofing Shingle	Y	20	ND	30 CELL	70	T
	17015392-006-E	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T



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	17015392-006-F	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-006-G	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-006-H	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
7 / 170932-A-07	17015392-007-A	Black Roofing Tar and Felt	Y	10	ND	30 SYN	70	T
	17015392-007-B	Black Roofing Tar with Mesh	Y	30	ND	30 FBG	70	T
	17015392-007-C	Black Roofing Shingle	Y	20	ND	30 CELL	70	T
	17015392-007-D	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-007-E	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-007-F	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-007-G	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
8 / 170932-A-08	17015392-008-A	Black Roofing Tar and Felt	Y	10	ND	30 SYN	70	T
	17015392-008-B	Black Roofing Tar with Mesh	Y	30	ND	30 FBG	70	T
	17015392-008-C	Black Roofing Shingle	Y	20	ND	30 CELL	70	T
	17015392-008-D	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-008-E	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T



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Page 5 of 6

	17015392-008-F	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
	17015392-008-G	Black Roofing Tar and Felt	Y	10	ND	30 CELL	70	T
9 / 170932-A-09	17015392-009-A	Silver Coating	Y	10	ND		100	Other
	17015392-009-B	Black Roofing Tar with Mesh	Y	90	5% Chrysotile	30 FBG	65	T
10 / 170932-A-10	17015392-010-A	Silver Coating	Y	10	ND		100	Other
	17015392-010-B	Black Roofing Tar with Mesh	Y	90	5% Chrysotile	30 FBG	65	T
11 / 170932-A-11	17015392-011-A	Silver Coating	Y	10	ND		100	Other
	17015392-011-B	Black Roofing Tar with Mesh	Y	90	ND	30 FBG	70	T
12 / 170932-A-12	17015392-012	Black Roofing Mastic	Y	100	ND	10 CELL	90	T
13 / 170932-A-13	17015392-013-A	Silver Coating	Y	10	ND		100	Other
	17015392-013-B	Black Roofing Tar with Mesh	Y	90	ND	30 FBG, 10 CELL	60	T
14 / 170932-A-14	17015392-014-A	White/Silver Coating	Y	10	ND		100	Other
	17015392-014-B	Black Roofing Mastic	Y	90	ND	10 CELL	90	T



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General Notes

- ND indicates no asbestos was detected; the method detection limit is 1%.
- Trace or "<1" indicates asbestos was identified in the sample, but the concentration is less than the method detection limit of 1%.
- All regulated asbestos minerals (i.e. chrysotile, amosite, crocidolite, anthophyllite, tremolite, and actinolite) were sought in every layer of each sample, but only those asbestos minerals detected are listed. Amosite is the common name for the asbestiform variety of the minerals cummingtonite and grunerite. Crocidolite is the common name used for the asbestiform variety of the mineral riebeckite.
- Tile, vinyl, foam, plastic, and fine powder samples may contain asbestos fibers of such small diameter (< 0.25 microns in diameter) that these fibers cannot be detected by PLM. For such samples, more sensitive analytical methods (e.g. TEM, SEM, and XRD) are recommended if greater certainty about asbestos content is required. Semi-quantitative bulk TEM floor tile analysis is accepted under the NESHAPS regulations.
- These results are submitted pursuant to Aerobiology Laboratory Associates, Inc.'s current terms and conditions of sale, including the company's standard warranty and limitation of liability provisions. No responsibility or liability is assumed for the manner in which the results are used or interpreted.
- Unless notified in writing to return the samples covered by this report, Aerobiology Laboratory Associates, Inc. will store the samples for a minimum period of thirty (30) days before discarding. A shipping and handling charge will be assessed for the return of any samples.
- Samples identified as inhomogeneous (containing more than one layer) shall be divided into individual layers and each layer tested separately. The results for each individual layer shall be listed separately on the report.

Notes Required by NVLAP

- This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government.
- This test report relates only to the items tested or calibrated.
- This report is not valid unless it bears the name of a NVLAP-approved signatory.
- Any reproduction of this document must include the entire document in order for the report to be valid.

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Total Layers Analyzed: 68



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 Laboratory Analyst



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 Asbestos Laboratory Supervisor

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Company: A-Tech Consulting, Inc.
Address: 1748 W. Katella Avenue, Suite 112
City: Orange
State: CA Zip Code: 92867

Phone Number: (714) 434-6360
Fax Number: (714) 221-6360
Attn: Robert Williams
Results: Email to labs@atechinc.net

Project Name & Number: A-170932 District Warehouse, Roof.

ASBESTOS 3 Hour 6 Hour 24 Hour 48 Hour 72 Hour 5 Day

PLM-BULK

Table with 7 columns for sampling duration and rows for EPA 600/R-93/116, EPA Point Count -400, and EPA Point Count-1000. Includes a circled 'X' in the 72 Hour column for EPA 600/R-93/116.

TEM-MICRO VAC

Table with 7 columns for sampling duration and rows for Qualitative (Pos/Neg) and Quantitative ASTM, both marked as N/A.

PCM-AIR

Table with 7 columns for sampling duration and rows for NIOSH 7400 (A) Issue 2: August 1994 and OSHA w/TWA.

PARTICULATES

Table with 7 columns for sampling duration and rows for NIOSH 0500 and NIOSH 0600, both marked as N/A.

LEAD 3 Hour 6 Hour 24 Hour 48 Hour 72 Hour 5 Day

Table with 7 columns for sampling duration and rows for Chips EPA 3050/7420, Wipes NIOSH 7082, Soil EPA 3050/7420, Air NIOSH 7082, and TTLC (Ceramic Tile) marked as N/A.

OTHER SAMPLES 3 Hour 6 Hour 24 Hour 48 Hour 72 Hour 5 Day

Client Sample Number: 170932 A-01 - 14 Total: 14

Relinquished: [Signature] Date: 5-23-17 Time: 9:30am
Received: [Signature] Date: 5/23/17 Time: 9:30 AM

Fed Ex Yes \_\_\_ Date Sent \_\_\_ No \_\_\_ Laboratory: \_\_\_

Notes: \_\_\_



## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (prime contractor) in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the bidder (prime contractor), specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the bidder's (prime contractor's) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid.

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

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

Note: If alternate bids are called for and bidder intends to use a different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate. Identify additional list of subcontractors by Alternate Bid No.

\_\_\_\_\_.

Type of trade,  
labor, or  
service

Name & License #  
of Subcontractor  
License Expiration  
Date (Indicate if a  
Disabled Veteran  
Business Enterprise)

Complete Address  
(Name of City  
Not Sufficient) and  
Telephone No.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bidder agrees that within twenty-four (24) hours of the bid opening, Bidder shall provide the DISTRICT with the license number (if applicable), expiration date of license, complete address and telephone numbers of each listed subcontractor if such information is not available at the time of the bid opening.

Dated: \_\_\_\_\_

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

By: \_\_\_\_\_  
(Signature of Bidder)

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

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

**CERTIFICATION OF CONTRACTOR AND  
SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION**

Pursuant to Public Contract Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I \_\_\_\_\_, \_\_\_\_\_ certify  
that (Name) (Title)

\_\_\_\_\_ is currently registered as a contractor with the Department of Industrial  
(Contractor Name)

Relations

(DIR):

Contractor's DIR Registration Number \_\_\_\_\_

Expiration date June 30, 20\_\_

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**INFORMATION REQUIRED OF BIDDER**

The Bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). DISTRICT has discretion to request additional information depending on the Project.

(1) Bidder name and address (Post Office Box Number not sufficient):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Telephone: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Electronic Mail: \_\_\_\_\_

(3) Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Joint Venture \_\_\_\_\_ (check one)

(4) Bidder's License No. \_\_\_\_\_ Class: \_\_\_\_\_  
License Expiration Date \_\_\_\_\_  
Name of License holder \_\_\_\_\_

(5) Have you ever been licensed under a different name or different license number?  
Yes \_\_\_ No \_\_\_ If "Yes," give name and license number.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(6) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Name	Title
_____	_____
_____	_____
_____	_____

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

(8) Person who inspected work site: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_

(9) How many years experience have you had in school construction work?

(a) as a general contractor? \_\_\_\_\_

(b) as a subcontractor? \_\_\_\_\_

(10) How many years experience have you had in public construction work?

(a) as a general contractor? \_\_\_\_\_

(b) as a subcontractor? \_\_\_\_\_

(11) Have you ever been terminated from a school or any public construction project prior to the completion of the project? Yes \_\_\_ No \_\_\_ If the answer is "Yes," give dates, names and addresses of school/public agency and details. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(12) Have you ever been barred from bidding on any school or public construction project? Yes \_\_\_ No \_\_\_ If the answer is "Yes," give dates, names and addresses of school/public agency and details.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(13) Have you ever defaulted on any school or public construction project that resulted in a claim to a surety? Yes \_\_\_ No \_\_\_ If the answer is "Yes," give dates, names and addresses of school/public agency and details. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(14) Have you been assessed damages (i.e., liquidated damages) for any public construction project in the past ten (10) years? Yes \_\_\_ No \_\_\_ If the answer is "Yes," give dates, names, and addresses of public agency and details. \_\_\_\_\_

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(15) Have you ever brought any claim(s) against a public agency? Yes \_\_\_ No \_\_\_ If the answer is "Yes," please explain in detail name of public agency, nature of the claim and outcome.

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(16) Have you ever failed to complete a school or public construction project in the last ten (10) years? Yes \_\_\_ No \_\_\_ If the answer is "Yes," provide name of public agency and details.

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(17) Have you been in litigation or arbitration or dispute of any kind on a question or questions relating to a public construction project during the past ten (10) years? Yes \_\_\_ No \_\_\_ If the answer is "Yes," provide name of public agency and details.

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(18) List the names, addresses and telephone numbers of three Architects or Engineers whose jobs you have worked on in the past five (5) years.

<u>Name</u>	<u>Address</u>	<u>Telephone</u>
_____	_____	( ) _____
_____	_____	( ) _____
_____	_____	( ) _____

(19) Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of the DISTRICT or Architect? Yes \_\_\_ No \_\_\_ If so, please elaborate.

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(20) List at least five (5) of your most recent school construction projects.

- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- (5) \_\_\_\_\_

(21) Are you currently under contract for another project? Yes \_\_\_ No \_\_\_ If the answer is please provide the following information:

“Yes,”

(a) Project Number 1:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

(b) Project Number 2:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

(c) Project Number 3:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

(d) Project Number 4:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

(22) Are there projects not listed above that will be undertaken during the duration of DISTRICT's Project?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If the answer is "Yes," please provide the following information:

(a) Project Number 1:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

(b) Project Number 2:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

(c) Project Number 3:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_

Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

(d) Project Number 4:

Name of Project: \_\_\_\_\_

Detailed Description: \_\_\_\_\_



Name of Project Owner: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

(23) Additional information required: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(24) List of References - Public construction projects of similar nature in a school/community college/university within the last five (5) years. DISTRICT has discretion to require more than five (4) references.

1. Name : \_\_\_\_\_

Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Dates of commencement and completion of Project: \_\_\_\_\_  
\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_

DSA or public agency inspector: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_

2. Name : \_\_\_\_\_

Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Dates of commencement and completion of Project: \_\_\_\_\_  
\_\_\_\_\_

Contract Amount: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Address and Telephone: \_\_\_\_\_  
\_\_\_\_\_

DSA or public agency inspector: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

3. Name : \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Dates of commencement and completion of Project: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Address and Telephone: \_\_\_\_\_

DSA or public agency inspector: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

4. Name : \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Description of Project: \_\_\_\_\_

Dates of commencement and completion of Project: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Architect: \_\_\_\_\_

Architect's Address and Telephone: \_\_\_\_\_

DSA or public agency inspector: \_\_\_\_\_

Address and Telephone: \_\_\_\_\_

**I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.**

\_\_\_\_\_  
Signature

---

Print Name

---

Title

---

Date

Note: DISTRICT may wish to expand the scope of the “Information Required of Bidder” form and include additional questions.

**NON-COLLUSION DECLARATION TO BE EXECUTED BY  
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

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

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

**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.

\_\_\_\_\_  
Contractor/Business Name

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**FAITHFUL PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the, GARDEN GROVE UNIFIED 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 \_\_\_\_\_ >

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 in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), this amount being not less than one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract 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 \_\_\_\_\_, 2017.

CORPORATE SEAL, IF APPLICABLE, AND NOTARIAL ACKNOWLEDGEMENT OF CONTRACTOR

\_\_\_\_\_  
Contractor/Principal (seal)

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

\_\_\_\_\_  
Print Name and Title

SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Surety

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

\_\_\_\_\_  
Print Name and Title

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



## PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the GARDEN GROVE UNIFIED SCHOOL 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 \_\_\_\_\_;

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 one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the contract 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 and facsimile number of Surety or agent or representative in California)
_____	

IN WITNESS HEREOF, we have hereto set our hands and seals on this \_\_\_\_ day of \_\_\_\_\_, 2017.

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 Facsimile No. of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

## AGREEMENT

THIS AGREEMENT, dated the \_\_\_ day of \_\_\_\_\_, 20\_\_, in the County of Orange, State of California, is by and between \_\_\_\_\_, (hereinafter referred to as "DISTRICT" ), and \_\_\_\_\_, (hereinafter referred to as "CONTRACTOR").

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

1. CONTRACTOR agrees to complete the Project known as \_\_\_\_\_

\_\_\_\_\_ according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Orders, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

4. The work shall be commenced on or before the \_\_\_\_\_ ( ) day after receiving the DISTRICT'S Notice to Proceed and shall be completed within \_\_\_\_\_ ( ) consecutive calendar days from the date specified in the Notice to Proceed.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of Five Hundred Dollars (\$500.) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.

6. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

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

- (a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

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

8. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled

to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT's interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Commercial General Liability Insurance for injuries including accidental death, to any one person in an amount not less than and	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
Subject to the same limit for each person on account of one accident, in an amount not less than	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
Sexual Abuse or Molestation in an amount not less than	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
Comprehensive Automobile Liability Insurance covering the use of all owned, non-owned and hired vehicles with combined single limit, bodily injury and property damage in an amount not less than	<u>\$1,000,000.00</u> per occurrence	<u>\$2,000,000.00</u> general aggregate
Workers' Compensation Insurance in accordance with Sections 3700 and 3800 of the Labor Code of the State of California	<u>\$1,000,000.00</u>	

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage

insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided 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 escrow agent from DISTRICT pursuant to the terms of Section 22300.

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

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

13. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

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



DISTRICT: GARDEN GROVE  
UNIFIED SCHOOL DISTRICT

CONTRACTOR

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

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

\_\_\_\_\_  
Rick Nakano

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

\_\_\_\_\_  
Assistant Superintendent of Business Services

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

**GUARANTEE**

Guarantee for \_\_\_\_\_, We hereby guarantee that the \_\_\_\_\_, which  
we have installed in

\_\_\_\_\_, 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: \_\_\_\_\_



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

## DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract 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.

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NAME OF CONTRACTOR

---

Signature

---

Print Name

---

Title

---

Date

## TOBACCO USE POLICY CERTIFICATION

In the interest of public health, the Garden Grove Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the District. Failure to abide with this requirement could result in the termination of the contract.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I and my employees will adhere to the requirements of the policy.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK**  
**(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 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.**

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 noninmate; 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.

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

To the Governing Board of Garden Grove Unified School District:

I, \_\_\_\_\_ certify that:  
Name of Transportation Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record 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 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 \_\_\_\_\_.  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

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

Per Article 69 of the General Conditions.

Certification for \_\_\_\_\_ . We hereby certify that no Asbestos, or Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or equipment used to affect the \_\_\_\_\_ which we have installed in the \_\_\_\_\_ District under Project/Bid No. \_\_\_\_\_.

- (a) The Contractor further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.
- (b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, corcidolite, amosite, anthopyllite, tremolite and actinolite.
- (c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.
- (d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.
- (e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Contractor

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

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

\_\_\_\_\_  
Title

**CERTIFICATION – PARTICIPATION OF  
DISABLED VETERAN BUSINESS ENTERPRISES  
IN ACCORDANCE WITH EDUCATION CODE 17076.11**

In accordance with Education Code Section 17076.11, the \_\_\_\_\_ 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. 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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail

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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 or DISTRICT.
- (d) Agreement includes collectively all Project Documents.
- (e) Project Documents includes collectively, to wit: Notice Calling for Bids, Information for Bidders, Bid Form, Bid Pricing Sheet, Bid Security, Designation of Subcontractor form, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Shop Drawing Transmittals form, Insurance Certificates and Endorsements, Guarantee form, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, 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.
- (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.

## 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.

## ARTICLE 6. PROHIBITED INTERESTS

No official of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of 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, 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 DISTRICT 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 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 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.

(b) 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.

(c) 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.

(d) 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.

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

#### ARTICLE 14. BONDS

Unless otherwise specified in Special Conditions, CONTRACTOR shall furnish a surety bond in an amount equal to one hundred percent (100%) of contract price as security for faithful performance of this 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. 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. FIRE INSURANCE

CONTRACTOR will procure at CONTRACTOR's own expense, and before commencement of any work under this Agreement, fire insurance on the Project. Amount of fire insurance shall be sufficient to protect against loss or damage in full until work is accepted by DISTRICT. CONTRACTOR shall submit proof of insurance and shall provide endorsements on forms provided by the DISTRICT or on forms approved by the DISTRICT.

## ARTICLE 17. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

(a) CONTRACTOR shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect CONTRACTOR and DISTRICT from all claims for personal injury, including accidental death, to any person (including, as to DISTRICT, injury or death to CONTRACTOR's or subcontractor's employees), as well as from all claims for property damage arising from operations under this Agreement, in amounts as set forth in the Agreement.

(b) CONTRACTOR shall require its subcontractors, if any, to take out and maintain similar public liability and property damage insurance in like amounts or insure the activities of its subcontractors in CONTRACTOR's own policy.

(c) CONTRACTOR, during the progress of the work and until final acceptance of the work by DISTRICT upon completion of the entire Agreement, shall maintain Builder's Risk/ "All Risk," course-of-construction insurance in an amount not less than as set forth in the Agreement. Coverage is to provide extended coverage and insurance against vandalism, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind, lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for ARCHITECT's services and expenses required as a result of such insured loss upon the entire work which is the subject of the Project Documents, including completed work and work in progress to the full insurable amount thereof. The risk of damage to the work due to the perils covered by the Builder's Risk/"All Risk" Insurance, as well as any other hazards which might result in damage to the work, is that of CONTRACTOR and the surety, and no claims for such loss or damage shall be recognized by DISTRICT nor will such loss or damage excuse the complete and satisfactory performance of the Agreement by CONTRACTOR.

(d) CONTRACTOR shall submit proof of insurance and shall provide endorsements on the forms provided by the DISTRICT or on forms approved by the DISTRICT. Such insurance shall be issued by admitted surety insurers under the same conditions as required for bonds on the Project.

## ARTICLE 18. WORKERS' COMPENSATION INSURANCE

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

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

#### ARTICLE 19. PROOF OF CARRIAGE OF INSURANCE

(a) CONTRACTOR shall not commence work nor shall it allow any subcontractor to commence work under this Agreement until all required insurance certificates and endorsements from admitted surety insurers have been obtained and delivered in duplicate to and approved by DISTRICT. Such insurance shall be issued by admitted surety insurers under the same conditions as required for bonds on the Project. CONTRACTOR shall provide proof of insurance on DISTRICT approved forms without revisions.

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

(1) A clause stating:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to DISTRICT stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

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

(3) Statement that the DISTRICT is an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the DISTRICT.

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

## ARTICLE 20. DRAWINGS AND SPECIFICATIONS

(a) 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.

(b) 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.

(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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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 21. 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 22. DETAIL DRAWINGS AND INSTRUCTIONS

(a) In case of ambiguity, conflict, or lack of information, ARCHITECT shall furnish additional instructions by means of drawings or otherwise, necessary for proper execution of work. All such drawings and instructions shall be consistent with 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 23. SHOP DRAWINGS

(a) CONTRACTOR shall check and verify all field measurements and shall submit to ARCHITECT within \_\_\_\_ ( ) calendar days of the date specified on the Notice to Proceed \_\_\_\_\_ ( ) copies, 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 \_\_\_\_ ( ) 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 \_\_\_\_\_ ( ) 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.

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Signature of CONTRACTOR"

(h) Within \_\_\_\_\_ ( ) 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 24. 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 civil engineer approved by the ARCHITECT. Any required "Record" drawings of site development shall be prepared by the approved civil engineer.

#### ARTICLE 25. SOILS INVESTIGATION REPORT

(a) When a soils investigation report has been obtained from test holes at the site, such report is 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 26. 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.

#### ARTICLE 27. 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 28. 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 29. 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 30. SUBSTITUTIONS

(a) Prior to Bid Opening. Should the bidder wish to request prior to bid opening, any substitution for the materials, process, service or equipment specified, the bidder shall submit a written request at least ten (10) working days before the bid opening date and hour. If the substituted item is acceptable, the DISTRICT will approve it in an Addendum issued to all bidders of record. Requests received less than ten (10) working days prior to bid opening will not be considered. DISTRICT shall only consider substitution requests from the bidder submitting the bid for the project.

(b) After Bid Opening and Prior to Award of Contract. If the bidder clearly indicates in its bid that it is proposing to use an "equal" product, the brand name or trade name, if any, of a proposed substitute item shall be inserted in the space provided in the bid or shall be otherwise clearly identified in the bid. If the bidder fails to indicate an "equal" product, its bid shall be considered as offering the material, process, service or equipment referred to by the brand name or trade name specified. It is expressly understood and agreed to by the bidder that the DISTRICT reserves the right to reject any such proposed substituted item. It is further expressly understood and agreed by bidder that in the event the DISTRICT rejects a proposed "equal" item, the bidder will then supply the material, process, service or equipment designated by brand name or trade name or a substitute therefore which meets with the approval of the DISTRICT.

With respect to all proposed substitutions of "equal" items, the bidder shall submit all pertinent and appropriate data substantiating its request for substitutions within ten (10) days prior to the award of the contract. DISTRICT shall only consider substitution requests from the bidder submitting the bid for the Project. The DISTRICT is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of proposed substituted items shall be borne by the bidder. The DISTRICT shall be the sole judge as to the quality and suitability of proposed substituted items, and decisions of the DISTRICT shall be final and conclusive. Unless extended by the mutual agreement of the parties, the DISTRICT shall notify the successful bidder of the decision concerning the proposed substitution of "equal" items prior to the award of the contract. Also such decisions by the DISTRICT shall be in writing, and no proposed substituted item shall be deemed approved unless the DISTRICT has so indicated in writing. These time limitations shall be complied with strictly, and in no case will an extension of time for completion be granted because of the bidder's failure to request the substitution of an item at the times and in the manner set forth herein.

(c) Whenever in specifications any materials, process, service or equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal," and CONTRACTOR may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified subject to DISTRICT or ARCHITECT approval.

(d) If material, process, service, or equipment offered by CONTRACTOR is not, in opinion of ARCHITECT, or DISTRICT, substantially equal or better in every respect to that specified, then CONTRACTOR shall furnish the material, process, service, or equipment specified. Burden of proof as to equality of any material, process, service, or equipment shall rest with CONTRACTOR. Provision authorizing submission of "or equal" substantiating data shall not in any way authorize an extension of time for performance of this Agreement nor shall DISTRICT or ARCHITECT authorize the submission of or equal substantiating data within ten (10 ) days of the filing of the Notice of Completion on the Project.

(e) 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.

(f) 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.

(g) 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 31. SAMPLES

~~(a) — CONTRACTOR shall furnish for approval, within thirty five (35) 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 ten (10) 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.~~

~~(e) — 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 32. 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 33. 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 33, 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 34. INTEGRATION OF WORK

(a) CONTRACTOR shall do all cutting, fitting, patching, and preparation of work as required to make its several parts come together properly, and fit it to receive or be received by work of other contractors 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 35. OBTAINING OF PERMITS, LICENSES AND EASEMENTS

- (a) Permits, licenses, and certificates necessary for prosecution of work, shall be secured and paid for by CONTRACTOR, unless otherwise specified. All such permits, licenses, and certificates shall be delivered to the 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 36. SURVEYS

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

#### ARTICLE 37. EXISTING UTILITY LINES; REMOVAL, RESTORATION

- (a) Pursuant to Government Code Section 4215, the DISTRICT assumes the responsibility for removal, relocation, and protection of utilities located on the construction site at the time of commencement of construction under this 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 37 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 38. 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 39. ACCESS TO WORK

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

ARTICLE 40. PAYMENTS BY CONTRACTOR

CONTRACTOR shall pay:

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

(2) For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at site of Project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment 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 41. INSPECTOR'S FIELD OFFICE

~~CONTRACTOR shall provide for the exclusive use of Inspector a temporary field office to be located as directed by Inspector and to be maintained until removal is authorized by DISTRICT. Office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key-type lock or padlock hasp. A table satisfactory for study of plans and two chairs shall be provided by CONTRACTOR. CONTRACTOR shall provide and pay for adequate electric lights, telephone service (not a pay phone), and adequate heat for the field office until authorized removal.~~

#### ARTICLE 42. UTILITIES

(a) All utilities, including but not limited to electricity, water, gas, and telephone used on work shall be furnished and paid for by CONTRACTOR. CONTRACTOR shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. When it is necessary to interrupt any existing utility service to make connections, a minimum of forty-eight (48) hours advance notice shall be given to the DISTRICT and ARCHITECT. Interruptions in utility services shall be of the shortest possible duration for the work at hand and shall be approved by the DISTRICT and the ARCHITECT. In the event any utility service is interrupted without the required forty-eight (48) hours notice, then CONTRACTOR shall be liable for all damage suffered by DISTRICT due to the interruption. Upon completion of work, CONTRACTOR shall remove all temporary distribution systems.

(b) CONTRACTOR may, with written permission of DISTRICT, use DISTRICT's existing utilities by making prearranged payments to DISTRICT for utilities used by CONTRACTOR for the Project.

#### ARTICLE 43. SANITARY FACILITIES

The CONTRACTOR shall provide sanitary temporary toilet facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The 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.

#### ARTICLE 44. 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 45. 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 46. 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 47. DUTY TO PROVIDE FIT WORKERS

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

(b) Any person in the employ of the CONTRACTOR or subcontractors whom DISTRICT or ARCHITECT may deem incompetent, unfit, 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 48. WAGE RATES, TRAVEL AND SUBSISTENCE

(a) Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code, the governing board of DISTRICT has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director.") These rates are on file with the Clerk of the DISTRICT's governing board and copies will be made available to any interested party on request. CONTRACTOR shall post a copy of such wage rates at the work site. Labor Code Section 1773.2. The rates are available on the Internet at [www.dir.ca.gov](http://www.dir.ca.gov) "Statistics & Research."

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

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

(d) CONTRACTOR shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code Section 1773.8.

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

(f) Pursuant to Labor Code Section 1775, CONTRACTOR shall as a penalty to the DISTRICT, forfeit fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by CONTRACTOR or by any subcontractor under it. The amount of the penalty shall be determined by the Labor Commission and shall be based on consideration of the CONTRACTOR's mistake, inadvertence or neglect in failing to pay the correct prevailing rate of per diem wage, or the previous record of the CONTRACTOR in meeting his or her prevailing rate of per diem wage obligations, or the CONTRACTOR's willful failure to pay the correct prevailing rate of per diem wages. A mistake, inadvertence or neglect in failing to pay the correct prevailing rate of per diem wage is not excusable if the CONTRACTOR had knowledge of his or her obligations under this part. The difference between such prevailing

rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each worker by the CONTRACTOR.

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

(h) Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8.

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

#### ARTICLE 49. HOURS OF WORK

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

ARTICLE 50. 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 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.

(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 either 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 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) Contractor 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 fails to comply within the 10-day period, the CONTRACTOR 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.
- (d) 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.
- (e) 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.
- (f) It shall be the responsibility of the CONTRACTOR to ensure compliance with the provisions of this Article 50 and the provisions of Labor Code Section 1776.

#### ARTICLE 51. 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 51 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.

(i) 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, 8<sup>th</sup> Floor, San Francisco, California 94102, (415) 703-4920.

#### ARTICLE 52. LABOR - FIRST AID

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

#### ARTICLE 53. PROTECTION OF PERSONS AND PROPERTY

(a) The CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this 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 ARCHITECT.

(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 54. 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 55. SCHEDULE OF VALUES AND PERIODICAL ESTIMATES

(a) CONTRACTOR shall furnish on form(s) approved by DISTRICT:

(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

(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 56. CONTRACTOR CLAIMS

If the CONTRACTOR shall claim compensation for any damage sustained by reason of the acts of the DISTRICT or its agents, CONTRACTOR shall, within five (5) 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 57. 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 58. PAYMENTS

(a) 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 Architect, there shall be paid to CONTRACTOR a sum equal to ninety five 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 and 7201.

(b) 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.

(c) 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.

(d) 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

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

(f) 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.

(g) 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).

(h) 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 9203 and 7201.

ARTICLE 59. 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 59. 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 59.

(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.

	<u>EXTRA</u>	<u>CREDIT</u>
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 60. COMPLETION

(a) The DISTRICT shall accept completion of the Project and have the Notice of Completion recorded 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 61(b) entitled "Adjustments to Contract Price."

ARTICLE 61. 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 62. 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 63. 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 is extremely difficult or impossible to determine. CONTRACTOR shall be assessed liquidated damages for each and every day the work 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 60, "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 64. 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 33 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 44 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.
- (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 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 61 entitled "ADJUSTMENTS TO CONTRACT PRICE."

#### ARTICLE 65. 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 66. 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 67. 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 68. NO WAIVER

The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of this 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 69. 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 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 with respect to the above mentioned standards, hazards, risks and liabilities.

#### ARTICLE 70. LEAD

Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the 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 71. 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 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 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 is included in the Project Documents.

#### ARTICLE 72. DISABLED VETERAN BUSINESS ENTERPRISES

Each bidder must meet goals and requirements relating to three percent (3%) participation by Disabled Veteran Business Enterprises, established by the DISTRICT and the State Allocation Board (SAB), or make a good faith effort with respect thereto, in accordance with the DISTRICT's policies and procedures. CONTRACTOR may obtain information from the Office of Small Business Certification and Resources (OSBCR) at <http://www.dgs.ca.gov/osbcr> or (916) 323-5478. The CONTRACTOR shall be required to submit to the DISTRICT the DVBE Certification which is included in the Project Documents. Prior to, and as a condition precedent for final payment on the Project, the

CONTRACTOR shall provide appropriate documentation to the DISTRICT so that the DISTRICT can assess its success at meeting the DVBE participation goal.

ARTICLE 73. TOBACCO FREE POLICY

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 74. GOVERNING LAW

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