



ADDENDUM

**Campus HVAC System Upgrades
Fremont Magnet Elementary School
Bakersfield City School District
566-0018**

Date: January 30, 2024

To: All Bidders

Subject: Addendum #001

**Total Addendum #001 includes:
367-Pages**

NOTICE TO CONTRACTORS FIGURING THIS WORK

You are hereby notified of the following changes in the Plans and Specifications, which shall take precedence over anything to the contrary therein. Acknowledge receipt of Addendum No. 001 in the space provided on the Bid Proposal Form. Failure to do so may subject bidder to disqualification.

Item # Description

❖ General Information:

- 1.1 All Contractors to reference the attached BCSD Phasing Plan.
- 1.2 All Contractors to reference the attached BCSD Owner-Furnished Contractor-Installed (OFCI) – HVAC Equipment List.
- 1.3 All Contractors to reference the attached BCSD Owner-Furnished Contractor-Installed (OFCI) – Electrical Equipment List.

❖ Changes to the BCSD Project Manual (Division 00's):

- 1.4 Remove and Replace the BCSD Project Manual (Division 00's) in its entirety.
 - This revision includes an updated Table of Contents (00-01-10), revisions to the Instructions to Bidders (00-21-13), updates to the Bid Packages & Scopes of Work (00-21-13_01-07), and addition of the General Conditions (00-72-13).

❖ Changes to the AP Architects Project Manual:

- 1.5 Remove the Division 00's. BCSD Project Manual (Division 00's) to take precedence.
- 1.6 Remove and Replace Section 01-10-00 – Summary of Work in its entirety.
- 1.7 Remove and Replace Section 01-21-00 – Allowances in its entirety.
- 1.8 Remove and Replace Section 01-23-00 – Alternates in its entirety.

❖ ATTACHMENTS:

- **Fremont Elementary School – Phasing Plan (1-Page)**
- **Bakersfield City School District – Project Manual (334-Pages)**
- **Section 01-10-00 – Summary of Work (4-Pages)**
- **Section 01-21-00 – Allowances (3-Pages)**
- **Section 01-23-00 – Alternates (2-Pages)**
- **BCSD Owner-Furnished Contractor-Installed – HVAC Equipment List (10 Pages)**
- **BCSD Owner-Furnished Contractor-Installed – Electrical Equipment List (5 Pages)**

End of Addendum



ATTACHMENT:

Fremont Elementary School Phasing Plan

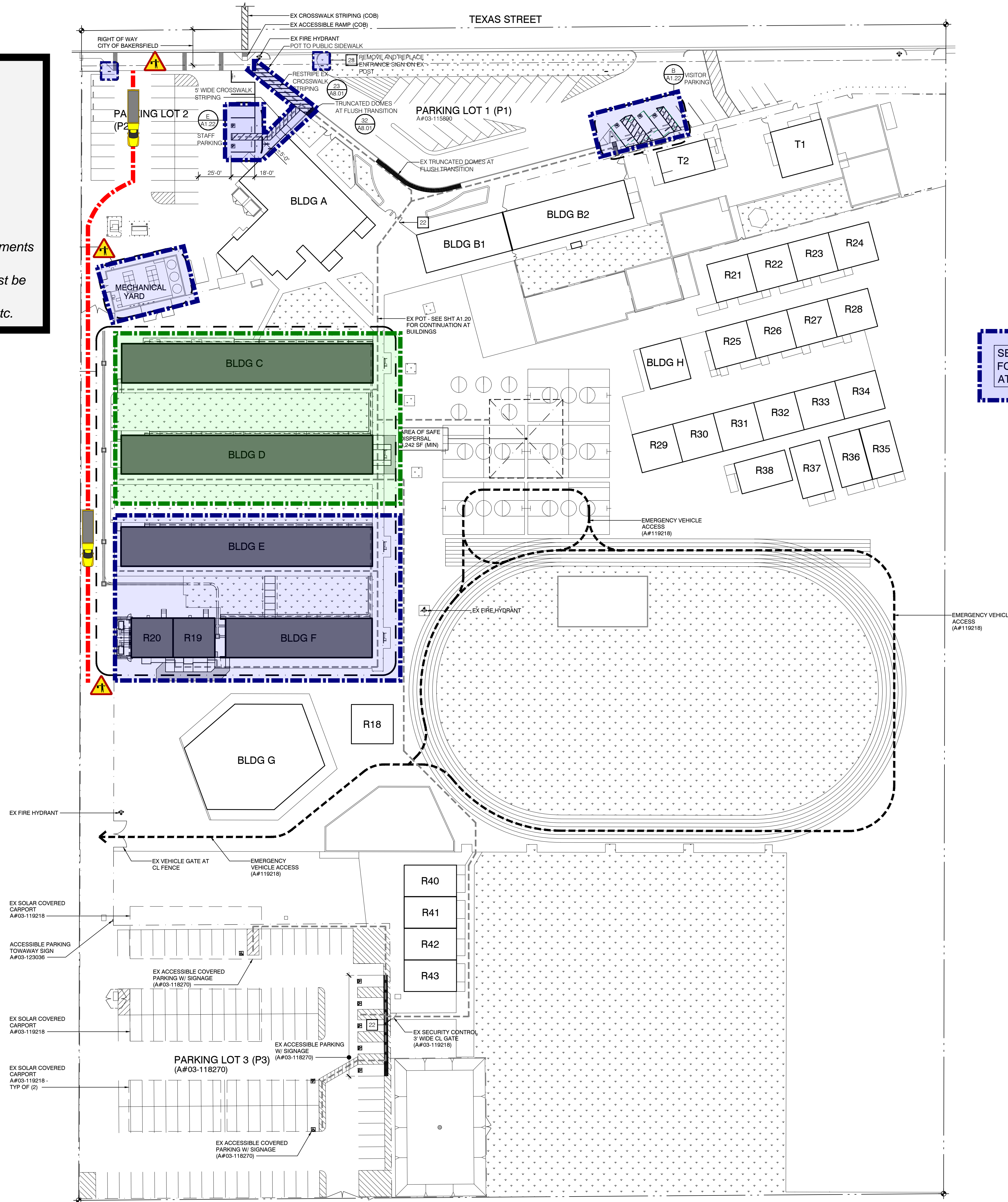
1-Page

PHASING PLAN

LEGEND

- Phase 1 Activities
- Phase 2 Activities
- Construction Trucks/Deliveries
- Flagmen (As Needed)

All Contractors are responsible for reviewing and understanding the contract documents and all requirements as the Logistics Plan may not reflect all pertinent information. All disturbed areas that are damaged must be replaced in-kind such as but not limited to landscape, irrigation, fencing, railing, utilities, concrete, asphalt, etc.



SEE FIRE ALARM SHEETS FOR CAMPUSWIDE WORK AT BUILDING ON SITE

BUILDING DIRECTORY

BLDG NO.	DSA NO.	BUILDING USE	BLDG NO.	DSA NO.	BUILDING USE
A	19177	MULTIPURPOSE/ KITCHEN (CERTIFIED)	R34	03-112884	CLASSROOM RELOCATABLE (CERTIFIED)
B1	3252	ADMINISTRATION (OFFICE) (CERTIFIED)	R35	03-115890	CLASSROOM RELOCATABLE (CERTIFIED)
B2	3252	CLASSROOMS (CERTIFIED)	R36	03-115890	CLASSROOM RELOCATABLE (CERTIFIED)
C	3252	CLASSROOMS (CERTIFIED)	R37	03-115890	CLASSROOM RELOCATABLE (CERTIFIED)
D	5616	CLASSROOMS (CERTIFIED)	R38	03-118270	OFFICE (CERTIFIED)
E	5616/ 98115	CLASSROOMS (CERTIFIED)	R40	03-102897	CLASSROOM RELOCATABLE (CERTIFIED)
F	5616	CLASSROOMS (CERTIFIED)	R41	03-102897	CLASSROOM RELOCATABLE (CERTIFIED)
G	28584	LIBRARY (CERTIFIED)	R42	03-102897	CLASSROOM RELOCATABLE (CERTIFIED)
H	03-102897	RESTROOMS (CERTIFIED)	R43	03-102897	CLASSROOM RELOCATABLE (CERTIFIED)
T1	116973	PRE-K CLASSROOM RELOCATABLE (CERTIFIED)			
T2	116973	PARENT CENTER RELOCATABLE (CERTIFIED)			
R18	51550	IMC (CERTIFIED)			
R19	51550	CLASSROOM RELOCATABLE (CERTIFIED)			
R20	51550	CLASSROOM RELOCATABLE (CERTIFIED)			
R21	51550	CLASSROOM RELOCATABLE (CERTIFIED)			
R22	51550	CLASSROOM RELOCATABLE (CERTIFIED)			
R23	51550	CLASSROOM RELOCATABLE (CERTIFIED)			
R24	51550	CLASSROOM RELOCATABLE (CERTIFIED)			
R25	51550	CLASSROOM RELOCATABLE (CERTIFIED)			
R26	51550	CLASSROOM RELOCATABLE (CERTIFIED)			
R27	51550	CLASSROOM RELOCATABLE (CERTIFIED)			
R28	51550	CLASSROOM RELOCATABLE (CERTIFIED)			
R29	03-112884	CLASSROOM RELOCATABLE (CERTIFIED)			
R30	03-112884	CLASSROOM RELOCATABLE (CERTIFIED)			
R31	03-112884	CLASSROOM RELOCATABLE (CERTIFIED)			
R32	03-112884	CLASSROOM RELOCATABLE (CERTIFIED)			
R33	03-112884	CLASSROOM RELOCATABLE (CERTIFIED)			

PARKING ANALYSIS (EXISTING)

Lot	Van Accessible (VAN)	STD Accessible (ACS)	STD	Total	Remarks
P1	1	2	24	27	
P2	1	1	32	34	
P3	4	1	115	120	

SAFE DISPERSAL AREA CALCULATION

SAFE DISPERSAL AREA CALCULATION PER CBC 452.1.3 (FENCES AND GATES)

EX GROUP E OCCUPANCY
TOTAL BUILDING AREA = 21,608 + 20 = 1,081 OCCUPANTS

1.081 (OCCUPANTS) X 3 (SF/OCCUPANT) = 3,242 SF REQUIRED.

NOTE:
AREA OF SAFE DISPERSAL REQUIRED AT FOR GROUP E BUILDINGS SHALL BE LOCATED ON THE SAME LOT AT LEAST 50'-0" AWAY FROM ANY BUILDING.

ACCESSIBLE PATH OF TRAVEL (P.O.T.)

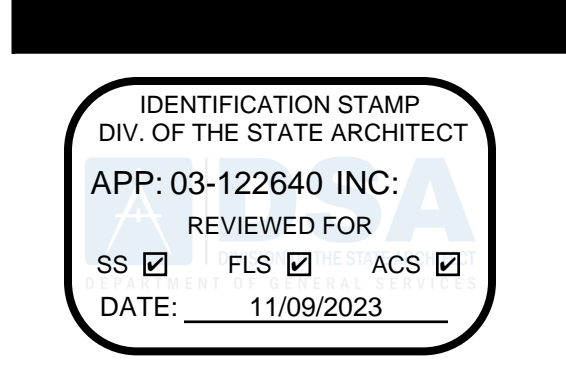
--- "ACCESSIBLE PATH OF TRAVEL" (P.O.T.) AS INDICATED ON PLAN IS A BARRIER FREE ACCESS WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL. POT IS A MINIMUM OF 48" WIDE SLIP RESISTANT SURFACE WITH 2% MAX SLOPE AND 2% MAX CROSS SLOPE. TYP. P.O.T. SHALL BE FREE OF OVERHANGING OBSTRUCTIONS TO 80" HIGH MIN AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL BETWEEN 27" AND 87" AFF OR GROUND.

SEE ENLARGED PLANS FOR MORE INFORMATION.

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE STATEMENT: THE P.O.T. IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS MEETS THE REQUIREMENTS OF THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE (CBC) ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS AS PART OF THE DESIGN OF THIS PROJECT. THE P.O.T. WAS EXAMINED AND ANY ELEMENTS, COMPONENTS OR PORTIONS OF THE P.O.T. THAT WERE DETERMINED TO BE NON-COMPLIANT WITH THE CBC HAVE BEEN IDENTIFIED AND THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NON-COMPLIANT ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION, THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE INDICATED IN THESE CONSTRUCTION DOCUMENTS.

DURING CONSTRUCTION, IF POT ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CBC COMPLIANT ARE FOUND TO BE NON-COMPLIANT BEYOND REASONABLE CONSTRUCTION TOLERANCES, THE ITEMS SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT.

- HAND ACTIVATED DOOR OPENING HARDWARE SHALL BE CENTERED BETWEEN 34 INCHES AND 44 INCHES ABOVE FLOOR, LATCHING AND LOCKING DOORS THAT ARE HAND ACTIVATED AND WHICH ARE IN A PATH OF TRAVEL SHALL BE OPERABLE WITH A SINGLE EFFORT BY LEVER TYPE HARDWARE, BY PANIC BARS, PUSH-PULL ACTIVATION BARS, OR OTHER HARDWARE DESIGNED TO PROVIDE PASSAGE WITHOUT REQUIRING THE ABILITY TO GRASP AND TURN OPENING HARDWARE. LOCKED EXIT DOORS SHALL OPERATE AS ABOVE IN EGRESS DIRECTION.
- MAXIMUM EFFORT TO OPERATE SHALL NOT EXCEED 5 POUNDS FOR EXTERIOR DOORS AND 8 POUNDS FOR INTERIOR DOORS. SUCH PULL OR PUSH EFFORT BEING APPLIED AT RIGHT ANGLES TO HINGED DOORS AND AT THE CENTER PLANE OF SLIDING OR ROLLING DOORS. COMPENSATING DEVICES OR AUTOMATIC DOOR OPERATORS MAY BE UTILIZED TO MEET THE ABOVE STANDARDS WHEN FIRE DOORS ARE REQUIRED. THE MAXIMUM EFFORT TO OPERATE THE DOOR MAY BE INCREASED NOT TO EXCEED 15 POUNDS.
- CONSTRUCTION: THE BOTTOM 10" OF ALL DOORS EXCEPT AUTOMATIC AND SLIDING SHALL HAVE A SMOOTH UNINTERRUPTED SURFACE TO ALLOW THE DOOR TO BE OPENED BY A WHEELCHAIR FOOTREST WITHOUT CREATING A TRAP OR HAZARDOUS CONDITION. WHERE NARROW FRAMES ARE USED, A 1" HIGH SMOOTH PANEL SHALL BE INSTALLED ON THE PUSH SIDE OF THE DOOR, WHICH WILL ALLOW THE DOOR TO BE OPENED BY A WHEELCHAIR FOOTREST WITHOUT CREATING A TRAP OR HAZARDOUS CONDITION.
- FOR HINGED DOORS, THE OPENING WIDTH SHALL BE MEASURED WITH THE DOOR POSITIONED AT AN ANGLE OF 90 DEGREES FROM ITS CLOSED POSITION. AT LEAST ONE OF A PAIR OF DOORS SHALL MEET THIS OPENING WIDTH REQUIREMENT.
- IN ADDITION TO ALL LOCAL CODES, ACCESSIBILITY REQUIREMENTS SHALL COMPLY WITH THE CALIFORNIA BUILDING CODE, TITLE 24, AS WELL AS FEDERAL ADA (AMERICANS WITH DISABILITIES ACT).



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CAMPUS HVAC SYSTEM UPGRADE

Fremont Magnet Elementary School
607 Texas St Bakersfield, CA 93307
Bakersfield City School District

ARCHITECT



CONSULTANT

PROJECT INFO

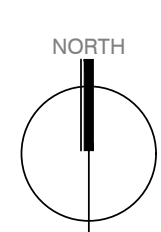
Project No	566-0018
Date	09.08.23
DSA File No	15.6
DSA No	03-122640

REVISIONS

No	Date	Item
1	00.00.08	DESCRIPTION

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND ARE THE PROPERTY OF AP ARCHITECTS. ALL DESIGNS AND DRAWINGS ARE FOR THE USE ON THE SPECIFIED PROJECT AND SHALL NOT BE USED OTHERWISE WITHOUT THE EXPRESSED WRITTEN PERMISSION OF AP ARCHITECTS. WRITTEN SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. SHOP DETAILS SHALL BE SUBMITTED TO THIS OFFICE FOR APPROVAL BEFORE PROCEEDING WITH FABRICATION. © COPYRIGHT 11.06.23 18.58

Campus Site Plan
Scale: 1" = 40'-0"





ATTACHMENT:

Bakersfield City School District Project Manual (Division 00's)

305-Pages



PROJECT MANUAL

PROJECT NUMBER: 22213.00-26

**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

BAKERSFIELD CITY SCHOOL DISTRICT

January 16, 2024

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<u>Division 0</u>	<u>Section</u>	<u>Title</u>
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	00 01 20	List of Schedules

Solicitation

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Instructions for Procurement

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
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	00 21 13	Bid Package Breakdown
	00 21 13-00	General Information for All Bid Packages
	00 21 13-01	#FES-01 – Demolition & Abatement
	00 21 13-02	#FES-02 – General Trade
	00 21 13-03	#FES-03 – Mechanical
	00 21 13-04	#FES-04 – Electrical & Low Voltage
	00 21 13-05	#FES-05 – Plumbing & Site Utilities
	00 21 13-06	#FES-06 – Carpet
	00 21 13-07	#FES-07 – Ceramic Tile
	00 21 13.1	Bidder Information and Forms

Available Information

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	00 31 19	Existing Conditions
	00 31 32	Geotechnical Data

Procurement Forms and Supplements

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
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	00 43 13	Bid Bond
	00 43 36	Designated Subcontractors List
	00 45 01	Site Visit Certification
	00 45 19	Non-Collusion Declaration
	00 45 19.01	Iran Contracting Act Certification
	00 45 26	Workers' Compensation Certification
	00 45 46.01	Prevailing Wage and Related Labor Requirements Certification
	00 45 46.02	Disabled Veteran Business Enterprise Participation Certification
	00 45 46.03	Drug-Free Workplace Certification
	00 45 46.04	Tobacco-Free Environment Certification

00 45 46.05	Hazardous Materials Certification
00 45 46.06	Lead-Based Materials Certification
00 45 46.07	Imported Materials Certification
00 45 46.08	Criminal Background Investigation/Fingerprinting Certification
00 45 46.10	Roofing Project Certification
00 45 46.11	Federal Debarment Certification
00 45 46.12	Federal Byrd Anti-Lobbying Certification
00 45 49	Registered Subcontractors List
00 45 90	Post Bid Interview

Contracting Forms and Supplements

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

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	00 61 13.16	Payment Bond
	00 63 40	Allowance Expenditure Directive Form
	00 63 47	Daily Force Account Report
	00 63 57	Proposed Change Order Form
	00 63 63	Change Order Form
	00 65 19.26	Agreement and Release of Any and All Claims
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Conditions of the Contract

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	00 72 13	General Conditions – Stipulated Sum (Single-Prime Contract)
	00 73 13	Special Conditions
	00 73 56	Hazardous Materials Procedures and Requirements

General Requirements

*Please reference the AP Architects – DSA Approved Technical Specifications for the Division 01 Document.

LIST OF DRAWINGS AND TABLES**Fremont Magnet Elementary School: Campus HVAC System Upgrade****DSA APP: 03-122640****Dated: 11/09/2023**

The drawings are listed below and dated as referenced:

Sheet No.	Title	Date
<u>TITLE</u>		
A0.00	Title Sheet	09/08/2023
<u>ARCHITECTURAL</u>		
A1.22	Partial Site Plans	09/08/2023
A1.00	Campus Site Plan	09/08/2023
A1.10	Partial Demolition Site Plan	09/08/2023
A1.20	Partial Site Plan	09/08/2023
A2.00	Schedules	09/08/2023
A2.02	Window Schedule	09/08/2023
A2.10	Demolition Floor Plans	09/08/2023
A2.11	Partial Demolition Floor Plans	09/08/2023
A2.20	Floor Plans	09/08/2023
A2.21	Partial Floor Plans	09/08/2023
A3.00	Roof Plans	09/08/2023
A4.00	Exterior Elevations	09/08/2023
A4.01	Exterior Elevations	09/08/2023
A4.10	Building Sections	09/08/2023
A5.00	Demolition Reflected Ceiling Plans	09/08/2023
A5.10	Reflected Ceiling Plans	09/08/2023
A6.00	Interior Elevations	09/08/2023
A6.01	Interior Elevations	09/08/2023
A6.02	Interior Elevations	09/08/2023
A6.03	Interior Elevations	09/08/2023
A6.04	Interior Elevations	09/08/2023
A8.00	Details	09/08/2023
A8.01	Details	09/08/2023
A8.02	Details	09/08/2023
A8.03	Details	09/08/2023
<u>STRUCTURAL</u>		
S0.01	General Notes	11/02/2023
S0.02	General Notes	11/02/2023
S2.01	Roof Framing Plans	11/02/2023
S3.01	Sections & Details	11/02/2023
S3.02	Sections & Details	11/02/2023

MECHANICAL

M1.00	Mechanical Site Plan, Schedule & Notes	09/14/2022
M2.10	Mechanical Demolition Plans	09/14/2022
M2.20	Mechanical Floor Plan	09/14/2022
M3.10	Mechanical Roof Plan	09/14/2022
M4.10	Mechanical Details & Sections	09/14/2022
M4.11	Mechanical Details	09/14/2022
M4.12	Duct Bracing Details	09/14/2022
M4.13	Duct Bracing Details	09/14/2022
M5.10	Mechanical Title 24 Sheets - Building C,D,E	09/14/2022
M5.11	Mechanical Title 24 Sheets – Building C,D,E	09/14/2022
M5.12	Mechanical Title 24 Sheets – Building R19 & R20	09/14/2022
M5.13	Mechanical Title 24 Sheets – Building R19 & R20	09/14/2022
M5.14	Mechanical Title 24 Sheets – BLDG F	09/14/2022
M5.15	Mechanical Title 24 Sheets – BLDG F	09/14/2022

PLUMBING

P1.00	Plumbing Site Plan, Schedule & Notes	09/14/2022
P2.10	Plumbing Demolition Plan	09/14/2022
P2.20	Plumbing Plan	09/14/2022
P2.21	Plumbing Plan	09/14/2022
P8.00	Bracing General Requirements & Details	09/14/2022
P8.01	Seismic Bracing Details	09/14/2022

ELECTRICAL

E-001	Single Line & General Notes	09/15/2023
E-002	Panel Schedules	09/15/2023
E-003	Fire Alarm Riser	09/08/2023
E-004	Fire Alarm Calculations	09/15/2023
E-005	Fire Alarm Details	09/15/2023
E-006	Indoor T24 Sheets	09/08/2023
E-100	Fire Alarm Site Plan	
E-101	Building B1 & B2 Fire Alarm Demo Plan	09/08/2023
E-102	Fire Alarm Building H & R21-R24 Demo Plan	09/08/2023
E-103	Building A Fire Alarm Demo Plan	09/08/2023
E-104	Building C & D Fire Alarm Demo Plan	09/08/2023

E-105	Building E & F Fire Alarm Alarm Demo Plan	09/08/2023
E-106	Building G Fire Alarm Demo Plan	09/08/2023
E-107	Room R18 & R40-R43 Fire Alarm Demo Plans	09/08/2023
E-108	Room R38 & R29-R39 Fire Alarm Demo Plans	09/08/2023
E-109	Room R23 & R1 Fire Alarm Demo Plans	09/08/2023
E-201	Building B1 & B2 Fire Alarm Plan	09/08/2023
E-202	Fire Alarm Building H & R21-R24 Plan	09/08/2023
E-203	Building A Fire Alarm Plan	09/08/2023
E-204	Building C & D Fire Alarm Plan	09/08/2023
E-205	Building E & F Fire Alarm Alarm Plan	09/08/2023
E-206	Building G Fire Alarm Plan	09/08/2023
E-207	Building R40-R43 & R18 Fire Alarm Plan	09/08/2023
E-208	Building R29-R34 & R38 Fire Alarm Plan	09/08/2023
E-209	Building R23 & R1 Fire Alarm Plan	09/08/2023
E-500	Electrical Site Plan	09/15/2023
E-501	Electrical Demolition Sheet	09/08/2023
E-502	Electrical Sheet	09/08/2023
E-503	Demolition Lighting Plan	09/08/2023
E-504	Lighting Plan	09/08/2023
E-505	Electrical Roof Plan	09/08/2023

END OF DOCUMENT

DOCUMENT 00 01 20

LIST OF SCHEDULES

SCHEDULES

***[PLACEHOLDER]
[BASELINE SCHEDULE TO BE PROVIDED VIA ADDENDUM]***

END OF DOCUMENT

NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Bakersfield City School District ("District") will receive sealed bids for the following project, **Bid No. 22213.00-26, Multiple Bid Package(s)** ("Project" or "Contract") as reflected below:

Fremont Elementary School – Campus HVAC System Upgrades

2. The Project consists of:

Selective Demolition and Construction necessary for the 2-Phase Modernization of Fremont Elementary School. Existing Building(s) C, D, E, F, R19, & R20 will be Modernized in 2-Phases along with all ADA & Site/ Chiller Yards. This work is associated with Civil, Architectural, Structural, Plumbing, Mechanical and Electrical-Low Voltage work as indicated in the Drawings and Specifications. Generally, these categories of work involve New Finishes, Hazardous Material Abatement, Demolition, Adaptive Re-Use and Modification of certain selected areas, Accessibility Compliance, Re-Roofing, HVAC Upgrades at Instructional Areas, Expanding Selected Infrastructure Utilities, Campus-Wide Fire Alarm Upgrades, and Extensive Modifications. The Project will involve the "phasing" and barricading of work areas as indicated on the Logistics Plan and enumerated in these Specifications. This is a Multiple Prime Package project as clarified below.

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

- **Bid Package Breakdown:**

- #FES-00 – General Information for All Bid Packages
- #FES-01 – Demolition & Abatement; (B) or (C-21/22)
- #FES-02 – General Trade; (B)
- #FES-03 – Mechanical; (C-20)
- #FES-04 – Electrical & Low Voltage; (C-10)
- #FES-05 – Plumbing & Site Utilities; (C-36)
- #FES-06 – Carpet; (C-15)
- #FES-07 – Ceramic Tile; (C-54)

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

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
5. Contract Documents will be available on or after January 16, 2024, for review at the District Maintenance, Operations, and Transportation Office, and may be downloaded from the District's website,

<http://mot.bcsd.com/Construction%20Consultants/22216.00-35%20Fremont%20ES%20Campus%20HVAC%20Systems%20Updgrades/>

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

A. Kern County Builder's Exchange @ Phone: (661) 324-4921

6. **Sealed bids will only be received until 2:00 p.m., February 29, 2024**, at the District Facilities Office – Board Room, 1501 Feliz Drive, Bakersfield, California 93307 at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.
7. Pursuant to Public Contract Code section 20111.5, only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned unopened to the bidder.
8. This Project requires prequalification pursuant to AB 1565 of all general contractors and all mechanical, electrical and plumbing subcontractors. If required, Prequalification can be completed using the online prequalification system at www.qualitybidders.com. A bid package will not be accepted from any bidder that is required to submit a completed questionnaire and supporting documents pursuant to AB 1565, but has not done so at least ten (10) business days prior to the date fixed for the public opening of sealed bids or that has not been prequalified for at least five (5) business days prior to that date.
9. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
10. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the Bakersfield City School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
11. A **Mandatory Pre-Bid Conference and Site Visit** will be held on **January 31, 2024, at 3:00p.m.** at **Fremont Elementary School** located at **607 Texas St., Bakersfield, California 93307**. All participants are required to sign in front of the **Administration Building**. The site visit is expected to take approximately one (1) hour. Failure to attend or tardiness will render bid ineligible. All Bid Packages as clarified below are required to attend.
 - #FES-00 – General Information for All Bid Packages
 - #FES-01 – Demolition & Abatement; (B) or (C-21/22)
 - #FES-02 – General Trade; (B)
 - #FES-03 – Mechanical; (C-20)
 - #FES-04 – Electrical & Low Voltage; (C-10)
 - #FES-05 – Plumbing & Site Utilities; (C-36)
 - #FES-06 – Carpet; (C-15)
 - #FES-07 – Ceramic Tile; (C-54)

12. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.
13. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
14. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the Contract for the Work.
15. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <http://www.dir.ca.gov>.
16. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
17. This Project is funded in whole or in part with federal funds, and therefore the Contractor shall comply with the Davis-Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. Federal prevailing wage rates are available at <https://sam.gov/content/wage-determinations>.
18. This Project is funded in whole or in part with federal funds, and therefore the Contractor shall comply with the Davis-Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding.
19. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
 - A. The base bid amount only. Please conform to the District's Bid Form specific to each Bid Package.
20. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

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

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

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

Fremont Elementary School - Campus HVAC System Upgrades

This is a Multiple Prime project delivery method. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s):

Bid Package Breakdown:

- #FES-00 – General Information for All Bid Packages
 - #FES-01 – Demolition & Abatement; (B) or (C-21/22)
 - #FES-02 – General Trade; (B)
 - #FES-03 – Mechanical; (C-20)
 - #FES-04 – Electrical & Low Voltage; (C-10)
 - #FES-05 – Plumbing & Site Utilities; (C-36)
 - #FES-06 – Carpet; (C-15)
 - #FES-07 – Ceramic Tile; (C-54)
2. A Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.
 3. This Project requires prequalification pursuant to AB 1565 of all General Contractors and all Mechanical, Electrical and Plumbing subcontractors. If required, Prequalification can be completed using the online prequalification system at www.qualitybidders.com. A bid package will not be accepted from any bidder that is required to submit a completed questionnaire and supporting documents pursuant to AB 1565, but has not done so at least ten (10) business days prior to the date fixed for the public opening of sealed bids or that has not been prequalified for at least five (5) business days prior to that date.
 4. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.
 - a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.

- b. Bids must be submitted to the District Office, 1300 Baker Street, Bakersfield, CA 93305 by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
- 5. Bidders are advised that on the date that bids are opened, District offices and services will not be open to bidders.
- 6. Bids will be opened at or after the time indicated for receipt of bids.
- 7. Bidders must submit bids on the documents titled Bid Form and Proposal, and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
- 8. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
- 9. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
- 10. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Bond on the District's form, or other security.
 - b. Designated Subcontractors List.
 - c. Site Visit Certification, if a site visit was required.
 - d. Non-Collusion Declaration.
 - e. Iran Contracting Act Certification, if contract value is \$1,000,000 or more.
 - f. Federal Debarment Certification.
 - g. Federal Byrd Anti-Lobbying Certification, if contract value is \$100,000 or more.
- 11. Bidders must submit with their bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.

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

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

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

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

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

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

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

- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
 - (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
 - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
 - (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

- 20. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
 - a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.
 - b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

- c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
21. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.
 22. All questions about the meaning or intent of the Contract Documents are to be directed via email to the **Construction Manager(s): Estevan Sanchez @ estevan.sanchez@safeworkcm.com, Tom Anderson @ tom.anderson@safeworkcm.com, and Michael Delgado @ Michael.delgado@safeworkcm.com**. Please CC all questions to the **Architect Team: Patrick Fogarty @ pfogarty@aparchitects.net and Miguel Castellanos @ mcastellanos@aparchitects.net and Bakersfield City School District: Daniel Wastaferrero @ wastaferrero@bcsd.com and Grant Southwell @ southwellg@bcsd.com**. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents or posted on the District's website at **<http://mot.bcsd.com/Construction%20Consultants/22216.00-35%20Fremont%20ES%20Campus%20HVAC%20Systems%20Upgrades/>**. Questions received less than **SEVEN (7)** calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
 23. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
 24. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
 25. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
 26. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
 27. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.

28. Bidders in contention for contract awards shall be required to attend a Post-Bid interview, which will be set within three (3) calendar days following bid opening. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.
29. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - (2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (i) The subcontractor is registered prior to the bid opening.
 - (ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such

parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
30. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.
- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature upon District Approval.
 - b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
 - c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - e. Insurance Certificates and Endorsements as required.
 - f. Workers' Compensation Certification.
 - g. Prevailing Wage and Related Labor Requirements Certification.
 - h. Disabled Veteran Business Enterprise Participation Certification.
 - i. Drug-Free Workplace Certification.
 - j. Tobacco-Free Environment Certification.
 - k. Hazardous Materials Certification.
 - l. Lead-Based Materials Certification.
 - m. Imported Materials Certification.
 - n. Criminal Background Investigation/Fingerprinting Certification.
 - o. Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor.

- p. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers. Submittal of a Registered Sub List within 10 days after notice to proceed.
31. Time for Completion: District may issue a Notice to Proceed within **NINETY (90)** days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
- b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.
- c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
- d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
32. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
33. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not

limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.

34. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.
35. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

END OF DOCUMENT

BIDDER INFORMATION AND FORMS

This is a Multiple Prime project Delivery Method as clarified above. Please reference the Prime Contractor package breakdown below for your use in referencing the appropriate Bid Package Scope of Work and ensure all coordination efforts as outlined are met for a complete set of Contract Documents.

Bid Package Breakdown:

- #FES-00 – General Information for All Bid Packages
- #FES-01 – Demolition & Abatement
- #FES-02 – General Trade
- #FES-03 – Mechanical
- #FES-04 – Electrical & Low Voltage
- #FES-05 – Plumbing & Site Utilities
- #FES-06 – Carpet
- #FES-07 – Ceramic Tile

END OF DOCUMENT



FREMONT ELEMENTARY SCHOOL

CAMPUS HVAC SYSTEM UPGRADES

BID PACKAGE #FES-00

GENERAL INFORMATION FOR ALL

BID PACKAGES



GENERAL INFORMATION FOR ALL BID PACKAGES

General Comment: This document is provided to assist the Contractor with outlining the scope of work. It's the Contractor's responsibility to measure the site to obtain actual dimensions and assess existing conditions. It is the contractor's responsibility to review and fully understand the approved project drawings to provide a complete and successful project to the Owner. During the pre-bid jobwalk, it is expected that each potential Contractor measure, quantify, identify the existing conditions as the construction documents are not to scale. Drawings do not identify all site conditions. This Contractor is responsible for incorporating the work scope, drawings, specifications, and contract documents to provide a complete proposal. Contractor is responsible to visit the school site as noted in the Contract Documents and familiarize oneself with the Scope of Work in relation to the Drawings/Specs. Should clarification be necessary, this Contractor shall submit discrepancy or inquiry to the Construction Manager or Owner's Representative using the Pre-Bid Clarification form included in this package.

This is a Multiple Prime project. This Bid Package is responsible to coordinate their scope of work with all other Bid Packages. Each Contractor shall resolve conflicts with other Bid Package Contractors prior to commencing demolition. It is the responsibility of each Contractor to provide all necessary copies of approved submittals, shop drawings or other approved Contract documents to all other Contractors that connect or interface with work performed under each Bid Package.

This bid scope of work consists of modernization improvements to Buildings C, D, E, F, R19, & R20 with new rooftop package units including removal of all existing outdated, central plant equipment from the chiller yard after the new equipment is approved and fully operational. Scope also includes fire alarm system upgrade at buildings previously mentioned along with new flooring, ceilings, and replacement of patches due to the modernization. Scope of work includes abatement as specified in the Environmental Reports provided. All contractors must adhere to the following: In order for the contractor to enter sections of the building included in this scope of work in which has asbestos-containing materials in them, they shall have, at a minimum the 2-Hour Asbestos Awareness Training. (this training is for those who may encounter asbestos but will not be intentionally disturbing it.

Construction shall commence on April 8, 2024. The work of this or any other bid package must be completed according to the construction schedule included with contract documents. The construction schedule prepared by the Construction Manager, or other target dates pertaining to any work must be adhered to by the Contractor. Procurement of materials and/or equipment shall be done in a timely manner to comply with the project schedule. No extension of time will be granted unless the circumstances are within the stipulations of the General Conditions. All bid packages are contained in the Construction Manual. These standard Project Standards are to made part of every Contractor's scope of work in addition to their applicable bid package. In addition to the above, work for each specific Bid package shall include the furnishing of all labor, materials, processes, equipment, means and methods and related items required to complete

the work as shown on the drawings and set forth in the specifications referred to herein or elsewhere in the Contact Documents.

Prime Contractor General Duties & Responsibilities: The specific items listed herein are provided to assist the Contractor in understanding the General scope of work but is not intended to supersede any tasks required to perform work. The work will include, but not be limited to, the following:

- Provide all traffic control flagmen, equipment, barricades, trench plates, delineators, caution tape, etc. as necessary and pertaining to this scope of work. At no time shall school operating hours be impacted as a result of construction.
- Provide all labor, equipment, materials, etc. to perform this Bid Package in its entirety.
- No deliveries to take place during school hours to ensure safety.
- Abide by all district rules governing the safety and protection of District personnel, their consultants, students, teaching staff, administration staff. Prime Contractor is responsible for the safety and protection measures administered for their own work.
- All deliveries to include at minimum (1) flagmen to assist the driver and escort through campus as approved by the CM Team.
- Coordinate installation of any work with CM Team that crosses public paths of travel during the school year. The above-mentioned work must be complete after school hours or during the weekends to avoid path of travel disruptions. All paths of travel during construction must comply with ADA accessibility requirements at all times.
- Schedule of work for this bid package will be in accordance with District approved construction schedule. This will be a 2-Phase project to account for the temporary housing/swing space. **Each phase is strictly subject to a 4-Month Duration (122 Calendar Days) or a Total of 244 Calendar Days for the Project Duration.** The bidding contractor is aware that the District has a tight timeline and any cost or time impacts as a result of not meeting this deadline will be at the sole responsibility of this Prime Contractor. It is understood that the District holds a not to exceed schedule timeline and other work is affected by this project's completion.
- Contractor understands that it is imperative that work be completed in accordance with the scope schedule or as the work becomes available to them, whichever comes first. The Contractor will try to better the scope schedule, when or if slack or float time becomes available during the course of construction. By doing so, the Contractor agrees this is beneficial to all parties concerned to get their work finished early and agrees to not hold the District responsible for any costs associated with working out of sequence or ahead of schedule, as long as critical work durations do not change. The Contractor agrees to pursue the work aggressively as directed by the CM. If at any time the Contractor falls behind schedule, they are to provide a Time Impact Analysis (TIA) within 5 Calendar Days to shorten the impact and expedite a fully staffed crew.
- Any expedited cost or storage cost to have project materials available in conjunction with construction will be part of this Contractor's responsibility and all delivery cost associated with materials.
- This Contractor shall designate a foreman or supervisor for this Project to coordinate with all work forces, material deliveries and Contractors of this Prime Contractor. The foreman or supervisor must be fluent in the English language and a cellular device to communicate.
- Contractor shall be responsible for requesting all existing utilities within the area of work and coordinate with the respective Bid Packages for utility safe-off and disconnections as required to complete this Scope of Work.
- Provide all hoisting, craning, erection, aids, etc. necessary for this Bid Package.
- Should any existing utility lines be disrupted during this phase after the initial coordination meeting with the other Bid Packages, it will be the responsibility of this Contractor to make all repairs and restore system functionality, within the workday that it was disrupted, at no

additional cost to the Owner. Should Contractor hire a utility locating service, a copy of all findings shall be made available to the CM Team/Owner.

- The Contractor shall include all mobilization charges and protection of “work-in-place” required. It is known that this project will be scheduled and completed in multiple phases and all mobilization shall capture the multiple phases to complete this project accordingly. At no time shall the District be responsible for additional costs due to scheduling requirements to meet the logistics and swing space requirements.
- Furthermore, the sequencing of work may change and should be accommodated within the reasonable constraints of the Contract Documents. It is agreed that several areas may be under construction simultaneously and that multiple crews will be required.
- Prime Contractor may be required to perform “out of sequence” work to satisfy phasing and school operations with multiple crews at the direction of the CM.
- Contractor will provide only experienced, skillful craftsmen who will assure work of first-class quality and durability.
- This Package is responsible for performing ALL corrective work necessary to add, replace, or modify any defective or deficient work already installed and as directed by the CM, Architect, or Project Inspector.
- Inspect all site or building conditions prior to work commencing and after completion of work to document any existing damage. Any damage caused by the activities of this Bid Package shall be repaired by this Bid Package. If no documentation is provided by the Contractor, then the Contractor shall assume liability for ALL damages to the buildings and site. Contractor is to assume a 48-Hour Notice for ALL Inspection Requests.
- Contractor MUST refer to all “General Notes” and “Special Notes” listed in the drawings to ensure all items listed in those referenced notes are part of the “Scope of Work”.
- Contractor MUST call “Dig Alert” prior to the Demolition Phase.
- This contractor is solely responsible for the supplying and recycling of dumpsters for this bid package.
- All work shall be performed in a manner that keeps the entire project site safely accessible to District personnel and the District’s consultants, emergency personnel, students, and all contractors performing work on or around the project site.
- Provide temporary task lighting as required to facilitate the work of this Bid Package in a timely manner and in accordance with the construction schedule. Provide sufficient task lighting to facilitate work of good quality and in accordance with the latest CALOSHA Safety Orders.
- Provide and install any and all necessary temporary fall protection including rails, cables etc. per CalOSHA requirements. Remove at completion of this bid package.
- Prime Contractor will walk the site with the Construction Manager or Owner’s Representative to establish existing conditions (i.e. damaged curbs, raveling, etc.) prior to commencing work. Prior to commencing work all existing damage shall be photographed, logged and given to the Construction Manager or Owner’s Representative. Prime Contractor will remedy any damage resulting from Prime Contractor’s work.
- Arrange and coordinate all inspection requests in writing to the Inspectors of Record and copy the Construction Manager for all inspections including third party inspections. Provide all hoisting, lifts, access, etc. for the Project Inspector to review quality of work. Failure to provide access may result in an un-inspectable area.
- Follow the timeline and duration reflected in the Preliminary Construction Schedule enclosed in the proposal documents. All the work shall be commenced and completed in accordance with the start and finish dates as listed in the proposal documents. The Prime Contractor is responsible for any overtime payments associated to the schedule and shall consider the cost as part of the proposal. Additional costs or changes to the proposed amount due to afterhours or Saturday work will not be accepted.
- It is understood that the scope of this work may not be completed in a continual process. This Prime Contractor shall include in the price of their proposal all mobilization charges required in accordance with the attached schedule. Further, once all Prime Contractors are

selected, the sequencing of work may change and should be accommodated within reasonable constraints of the Contract Documents. It is agreed that multiple crews may be required. The Prime Contractor shall include in the price of their proposal all overtime and weekend and/or acceleration required to complete the work in accordance to the attached schedule and the final completion date.

- If there is a conflict with any of the Contract Documents, notify the Construction Manager or Owner's Representative during the proposal process utilizing a Pre-Proposal RFI. If no clarification is issued or the Construction Manager or Owner's Representative is not notified, you are to propose the most stringent of the conflict, discrepancy, or ambiguity.
- Prime Contractor is responsible for all engineering, surveying and layout for the scope of this package, if any.
- Provide coordination with other Prime Contractors, Construction Manager or Owner's Representative, and public agencies, if required.
- Include in this package storage of all materials in a weather-tight container with multiple moves as needed for the project schedule to continue. The district will not pay storage fees or material cost escalation fees so this package must make all necessary accommodations to ensure all material is safe and free of damage or will need to be replaced due to the ongoing supply chain issues.
- Contractor is required to follow the NOAA pre-rain, rain, and post-rain event checklists to ensure no cost or schedule impacts are experienced due to inclement weather. Contractor is solely responsible for protecting new work and adjacent surfaces from any weather events entering the construction site. All post-weather work not suitable for the Inspector will be the responsibility of the Contractor to correct at no cost to the Owner as a result of lack of protection. **The Baseline Schedule is to account for 22 Inclement Weather Calendar Days.**
- Contractor to reference the DSA-103 and ensure all specific special testing & inspection efforts are captured.
- Protect existing utilities during the course of construction for this scope of work. Prime Contractor is responsible to locate all underground utilities and expose by hand operations to assure no damage is incurred.
- Prime Contractor is responsible for protecting all adjacent surfaces and improvements from damage caused in the performance of this work. Prime Contractor shall be responsible for all costs associated with the replacement, repair or restoration to equal or better condition, of any damaged building or site improvements caused in the performance of this work.
- All Packages are fully responsible for their own site security and locking mechanisms to prevent vandalism and/or theft. If jobsite equipment/materials are stolen as a result of lack of security implementation, the Contractor is fully responsible to expedite the materials for delivery and installation at no expense to the District.
- Supply power cords, adapters, etc. as necessary to complete the work of this package in a timely manner and in accordance with the construction schedule. 110V Power will be supplied at no cost to the Contractor, however, Contractor is responsible means of getting power cords to their site locations. Contractor to supply and provide any 3-phase power required for their subcontractors and meter accordingly.
- This contractor shall supply, on a **daily** basis, daily reports to include a summary of all subcontractors and its own forces. All daily reports will need to be submitted on District required software. Submission of daily reports is a condition of progress payment.
- All window, wall, roof, door, etc. openings must be sealed at the end of every day and are the responsibility of this Contractor.
- All workers must sign in **daily**. First and last name is required. This is a labor compliant need and is a condition of receiving progress payments.
- As-built needs to be updated **daily**. Updated as-built are a condition of progress payment.
- This package shall turnover any, parts, manuals from manufacturer's shipping package.

- This Contractor shall conduct WEEKLY safety meetings with its own forces certify to the owner that the meetings have been held as a condition of progress payment.
- In addition to any other warranties set out elsewhere in this Agreement, this Contractor warrants that work performed under this Agreement conforms to this Agreement's requirements and is free of any defect of equipment, material or design furnished, or workmanship performed by this Contractor or any of his subcontractors or suppliers at any tier. Such warranty shall continue for a period of 90 days from the date of final acceptance of the work but with respect to any part of the work which the District takes possession. Under this warranty, the Contractor shall remedy at their own expense any such failure to conform or any such defect. Construction Manager shall notify the Contractor in writing within a reasonable time after the discovery of any failure, defect, or damage. Should the Contractor fail to remedy any failure, defect or damage described above within a reasonable amount of time after receipt of notice thereof, Construction Manager shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at this Contractor's expense
- Contractor is responsible for supplying bins and removal of washout debris and any other waste generated by its operations to a legal dumpsite offsite.
- This Bid Package is responsible for providing their Builder's Risk Insurance Policy for the project duration.
- Unless otherwise noted, the construction start and end times are from 7am-5pm and are to abide by the local Noise Ordinances and Jurisdictions.
- It assumed that any work that is behind schedule as a result of this bid package is the responsibility for additional work shifts and weekend shifts to bring the schedule back to the provided timelines at no additional cost to the Owner.
- All Bid Packages are responsible for attending and coordinating in a Weekly Trade Meeting to outline the schedule, milestones, and upcoming work for proper coordination.
- Contractor shall review and understand the provided site phasing plan.
- At the end of each working day and at completion of work, all Contractors are to remove all materials, supplies and debris as generated by their scope of work. Leave each area in a clean and acceptable condition. Failure to do so will result in the Construction Manager directing failed clean-up efforts with a 48-hour minimum correction by the Contractor and will backcharge this Prime Contractor all costs associated with the clean-up at no charge to the District.
- Contractor shall review and understand the School Hours and Academic Calendars for the respective campus.
- Contractors to review and understand that all items pertaining to Potential Change Orders, Proposed Change Orders, Field Directives, Proposal Requests, Immediate Change Directives, Changes & Extra Work, etc. such as identified in the Contract Documents are to comply with the following:
 - Provide and Receive CM Approval on the DIR Labor Rate Classifications and Hourly Rates prior to the Start of Construction for all personnel on the job.
 - Equipment Rates as established by the Cal Trans – Labor Surcharge & Equipment Rental Rates (2023) as provided as part of this contract.
 - Any incidentals shall not exceed \$500 per change. This shall capture any estimation fees, tools, trucks, fuel, delivery, shop drawings, submittals, reviews, etc.
 - Bonds & Insurance combined shall not exceed 2% of the total change amount.
 - General Prevailing Wage Determinations made by the Director of Industrial Relations are to be followed for all Labor Classifications. The Basic Hourly Rate shall not exceed \$25.00/ Hour as part of the additional burdened wage rate.
 - **Example:** Carpenter Determination – SC-23-31-2-2022-2
 - Basic Hourly Rate @ \$47.24
 - Health & Welfare, Pension, Vacation & Holiday, Training, Other @ \$ 25.00/ Hour
 - Total Allowable Hourly Rate @ \$72.24/ Hour

END OF SECTION



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES
BID PACKAGE #FES-01
DEMOLITION & ABATEMENT**

SCOPE OF WORK



BID PACKAGE #FES-01 **DEMOLITION & ABATEMENT** **SCOPE OF WORK**

PRIME CONTRACTOR
*(Prime must possess a **Class A or B** License)*

Spec. Section	Description	Spec. Section	Description
Division 00	Procurement and Contracting	*Division 09	Finishes
Division 01	General Requirements	*Division 10	Specialties
02-41-19	Selective Demolition	*Division 11	Equipment
*Division 03	Concrete	*Division 22	Plumbing
*Division 05	Metals	*Division 23	Heating, Ventilating, & Air-Cond.
*Division 06	Wood, Plastics, and Composites	*Division 26	Electrical
*Division 07	Thermal & Moisture Protection	*Division 32	Exterior Improvements
*Division 08	Openings		

** As applicable to work within this Bid Package.*

ATTACHMENT(S): SUMMARY OF COMPREHENSIVE ASBESTOS INSPECTION FINDINGS (YES ENVIRONMENTAL, INC.; DATED JULY 2023)

- LEAD REMEDIATION SCOPE OF WORK (YES ENVIRONMENTAL, INC.; DATED JANUARY 29, 2024)

Demolition & Abatement (Trade Specific) Scope of Work:

- This Bid Package shall be responsible for the Demolition and Hazardous Abatement for all other components not specified within this scope of work yet reflected in the Contract Documents. Any questions regarding scope of work are to be addressed as part of the Pre-Bid Clarification period to be answered prior to Bid.
- Contractor to coordinate with Bid Packages for all work with Construction Manager, Inspector of Record, and Owner in a Pre-Demolition Conference.
- Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- Contractor to obtain approval prior to site cutting or making adjustments not scheduled.
- Contractor to provide all permits required for this package at no cost to the District.
- Contractor shall provide all labor, material, equipment, and disposal necessary to perform the demolition of all structures, walls, roofs, utilities, hardscape, landscape, irrigation, plaster, site features, and all other components necessary to construct the new work.

- This Contractor to assume a minimum of **75SF** per each selective demolition as indicated in the drawings or not that will require new work. This assumption per each location will cover all new framing, backing, rough-in, etc. for a complete working system of the new work.
- This Bid Package is responsible for the Hazardous material abatement and disposal as specified in the abatement plan provided.
- Demolition and removal of structures (including footings), HVAC equipment, fencing, grass, landscaping, irrigation, hardscape, wheel stops, bollards, electrical transformer and pads, dirt and any other items on site, as indicated in the Contract documents.
- Contractor shall notify all local utility companies including but not limited to the Local Water/ Electricity/ Gas/ Telephone Companies as required for the new extents of all Plumbing work. All excavation work shall be approved by all utility companies to assure prevention of interruption of existing services prior to start of work.
- This Contractor is to coordinate the Landscape & Irrigation demolition and removal efforts with the District's grounds/ maintenance crew to ensure all irrigation lines reflected to be removed are disconnected from the main irrigation timer/ controller to prevent any campus interruptions.
- This Prime Contractor is responsible for demo, saw cut, layout, and removal from the project site all existing structures, existing asphalt, base material, and sub-base material. Any parking bumpers, bollards, fence posts, signs, drinking fountains and walls, debris, and miscellaneous items as noted on the drawings that are within this Prime Contractors limits of new work shall be demolished and removed by this Prime Contractor.
- The Prime Contractor is responsible for walking the site to familiarize themselves with the existing conditions and required demolition. All site clearing and coordination shall comply with respective governing public agencies and is the responsibility of this Prime Contractor whether noted on the drawings or not.
- All Classroom Sinks are to be demolished as required to bring them up to ADA Code and Compliance. Coordinate this work with the necessary Bid Packages for extents. This is not part of the Additive Alternate however, ADA Code Compliance.
- The District intends to have Dedicated Outlets for their Google Chromecast Carts at the Teacher Stations. This package to include any required demolition with the coordination with the Electrical for the locations and wall demolition extents.
- When there is phasing involved, saw cut all the limits to provide clean separation and provide temporary AC ramp for any grade difference on all edges.
- The HVAC ducting will be removed only as far as designated by the Mechanical Bid Package for their new scope of work. Both bid packages will need to work closely together. This package is to safely remove all HVAC refrigerant from equipment being demolished and comply with all hazardous material removal permits, notifications, manifestations, etc.
- This Bid Package is responsible for all Chiller Yard demolition efforts as indicated in the Contract Documents. This package is responsible for phasing out the work to minimize campus disruptions of shutdowns.
- At no time shall it be acceptable to leave obstructions sticking outside of the surface. All demolished items are to be ground flush and/or below finish grade.
- Coordinate utility safe-off/de-energizing of components with Bid Packages.
- This package to coordinate with the MEP Bid Packages to receive layout for all roof, walls, or ceilings openings with respect to the demolition component. All roof openings shall be clearly marked for MEP Bid Package buy-off.
- This package shall be responsible for the demolition and removal of all existing concrete utility trenches, piping, supports, and associated anchorage with steel covers/angles in its entirety. Coordinate the utility line safe-off and shut down with the other packages to allow for this work to take place.
- This Package to coordinate the demolition extents of all Restroom Modernizations with ALL Bid Packages to ensure all existing sinks, lavatories, fixtures, ceramic tile, floor and

wall finishes, backing openings, etc. are demolished to the extents of the new work. Contractor to coordinate and include all floor, wall, concrete, curb, etc. demolition for the new work.

- Provide cutting for all Bid Packages as Required.
- Provide and install any and all necessary temporary fall protection including rails, cables etc. per Cal OSHA requirements. Remove at completion of this bid package.
- This Package is to remove and protect in place all Curtain Tracks & Drapes at the Classrooms for reinstallation in a safe and secure location to prevent damage. This Package to coordinate with the General Prime Package for reinstallation.
- This Bid Package shall provide all sawcuts for the project (to the nearest joint line), all concrete/asphalt removals and disposals, and coordination with all Bid Packages for needed work for all new underground trenching. It is assumed that a meeting will be held with all Bid Packages to review limits and understand that multiple sawcut efforts may be necessary to complete this project.
- Contractor to remove existing plywood wall finish as required to install electrical and communications conduits and boxes at the Classroom white boards where required.
- This package shall coordinate all "Remove & Reinstall" with the applicable Bid Packages. Contractor to remove equipment, materials, and supplies temporarily removed for protection shall be replaced in original locations. Coordinate all items that will be inventoried, stored, and re-installed with all Bid Packages.
- Contractor to remove existing glazed wall tile as required.
- Contractor to remove sod in existing grass areas by cutting neatly and replace with new or salvaged sod at existing areas where required.
- Contractor to remove cement plaster finish at soffits as noted in the Contract Documents.
- Contractor to remove and salvage existing floor mounted door stops and thresholds at flooring indicated to be removed.
- Contractor to remove, salvage and deliver to owner all noted signage.
- Contractor to remove and salvage existing 2x furrings, finish and insulated R-19 thermal insulation at attic.
- Contractor to remove existing air purifier system at existing ceilings indicated to be removed on the plans.
- Contractor to salvage ultraviolet air fixture as noted on the plans.
- Contractor to remove all existing wall electrical outlets and switches.
- Contractor to remove heavy duty existing carpet and adhesive at removed doors.
- This Bid Package shall be responsible for ALL project related Demolition & Removals including but not limited to: HVAC Equipment, Ductwork, Straps, Louvers, Plumbing Fixtures, Plumbing Hardware, Associated MEP Equipment, Piping, & Accessories, Electrical Equipment, Conduits, Boxes, Devices at Walls & Ceilings, MEP Straps/ Hangers/ Anchors, Fasteners, Existing Utility Lines, Grind Existing Floor As Required for New Level Floor Finishes, Flooring (Carpet, HD Carpet Tiles, UCMT, Vinyl, Setting Beds, Etc.), Wall Base, Flooring Mastics/ Adhesives for New & Level Carpet or Ceramic Tile Finishes, Ceramic Tile Flooring & Walls, 2-Layer Plywood at Certain Classroom Projector Locations, Door Stops, Anchors, Fasteners, Connectors, Acoustical Ceilings & Grid, Exterior & Building Signage, Underlayments, Headers, All ADA Parking Lot Items (Wheel Stops, Truncated Domes, Cut Pathways to Meet ADA as required), Partition Walls, Concrete Curbs, Restroom Fixtures and Accessories (Hand Dryers, Paper Towels, Soap Dispenser, Feminine Hygiene Dispensers, Toilet Paper Dispensers, Toilet Seat Cover Dispensers, Mirrors, Etc.), Exposed Conduits & Wiring, Hardscape Sawcut to Nearest Joint Lines for all Mechanical/Electrical/Plumbing, Demolition of all Concrete/Asphalt Sawcut Limits to allow the MEP Bid Packages to perform their work, CMB/CAB Base Removals, Light Fixtures, HVAC Registers, Insulation, Low Voltage/Fire Alarm Devices Conduits & Boxes, ADA Path-of-Travel as Indicated, Truncated Domes, Parking Signage, Entrance Signage, Concrete Slab Removals for new Plumbing Alterations, Existing Air Purifier Systems at

Ceilings, Wireless Access Points/ Nodes Conduits & Boxes, Speakers & PA Systems Conduits & Boxes, Surface Mounted Components, Suspended Ceiling Systems in its Entirety (Splay Wires, Hangers, Anchors, Furring Strips, Ceiling Grid, Tiles, Supports, Etc.), HVAC Diffusers, Reducer Strips, Floor Accessories, Thresholds, Concrete Slabs in its entirety, Concrete Landings in its entirety, Concrete Utility Trenches in its entirety, All Light Fixtures, Gypsum Board & Substrates, Walls, Ultraviolet Air Fixtures Systems, Wall Removals for new Electrical Alterations, Framing, Unit Ventilators, Mechanical Piping, Condensate, Controls, Hydronic & Condensate Piping, Wall Chases, Piping Below Grade as Indicated, Exhaust Fans & Ductwork, All Vents & Piping, Mechanical-Plumbing-Electrical at all Restroom Locations as Indicated, Split Systems As Indicated, Roof Piping & Accessories Removal, Existing PFR Roofing over Comp Shingle Roof/ BUR, Roofing as Required for Roof Framing Modifications & HVAC Installations, Trim, Associated Roofing Components (Curbs, HVAC Units, Joists, Nailers, Coolants/Refrigerants, Framing as Required, Etc.). This Bid Package to familiarize themselves with all of the Contract Documents and DSA Approved Drawings to ensure all Demolition & Removal work is captured in the Bid Amount in its entirety for all components.

- This Bid Package to review and implement the YES Environmental, Inc. – Lead Remediation Scope of Work attachment. Any questions pertaining to the report shall be addressed via Pre-Bid RFC. It is understood that this Bid Package will assume the responsibility of the Abatement efforts to safely turn this building over to all Bid Packages.

❖ **Work Performed by Others (Bid Package Specific):**

A. Mechanical (Bid Package #FES-03) will provide:

1. This package is responsible for the utility safe-off of ALL equipment tied to the existing Mechanical system.

A. Electrical & Low Voltage (Bid Package #FES-04) will provide:

1. This package is responsible for the utility safe-off of ALL equipment utilizing electrical power and low voltage.

A. Plumbing (Bid Package #FES-05) will provide:

1. This package is responsible for the utility safe-off of ALL equipment tied to the existing Plumbing system.

❖ **ADDITIVE ALTERNATE(S):**

▪ **Additive Alternate #01 – Doors, Windows, and Frames**

This Bid Package to include Additive Alternate #01 to add the Demolition component to the existing Doors, Door Frames, Windows, Window Frames, & Abatement in its entirety as specified in the Contract Documents and Hazardous Abatement Plan.

▪ **Additive Alternate #02 – Casework**

This Bid Package to include Additive Alternate #02 to add the Demolition component to the existing Casework and Abatement in its entirety as specified in the Contract Documents and Hazardous Abatement Plan.

❖ **ALLOWANCE(S):**

▪ **Allowance #01 – Unforeseen Conditions**

Include the sum of **\$25,000.00** in your Contract Amount for the following: Unforeseen utilities, unforeseen existing utilities investigation, necessary utility relocation, selective demolition, and other unforeseen items not identified in the Contract Documents.

END OF SECTION



LEAD REMEDIATION SCOPE OF WORK

Site Information:

Fremont Elementary School – HVAC Replacement
607 Texas Street, Bakersfield, CA 93307



Prepared for:

Bakersfield City School District
1300 Baker Street, Bakersfield, CA 93305
(661) 631-5885

Prepared by:

Kristy Yowell, CAC 09-4500 / CDPH 4640
YES Environmental, Inc. (YES, Inc.)
YES, Inc. Project Number 23YES-87
January 29, 2024

This SOW should be printed in **color**.



1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

LEAD SCOPE OF WORK

Fremont Elementary School – HVAC Replacement

PURPOSE OF PROJECT

In order for Bakersfield City School District to modernize portions of buildings throughout the campus, lead-containing and lead-based materials will either be removed or disturbed, and the work must be done using lead-safe work practices. The contractor is responsible for field verifying their own measurements for bidding, notification, waste characterization, or any other purpose.

This Scope of Work should be used in conjunction with all Federal, State and local codes. *The information provided in this section is intended to assist the contractor in determining the extent of work; however, this information does not replace or supersede any direction or description of work as presented in the plans and specifications for this project.* If YES, Inc.'s scope of work and the plans and specifications differ, the contractor shall be obliged to bring any discrepancies to the attention of the architect/owner's representative prior to bidding the project via submission of a request for information to the architect.

DEFINITIONS

- Abatement Activities:** precleaning of jobsite, setup of containment/regulated area, removal of asbestos-containing materials and final cleaning inside containment/regulated area in preparation for post abatement clearance air sampling or completion of work visual.
- Asbestos-Containing:** material containing any detectable amount of asbestos. Acronym ACM.
- Lead-Containing:** material containing any detectable amount of lead. Acronym LCP or LBP.
- Remediation Activities:** precleaning of jobsite, setup of containment/regulated area, removal or disturbance of any sort of lead-containing materials and final cleaning inside containment/regulated area in preparation for job completion visual inspection by consultant.
- Contractor:** Remediation contractor, abatement contractor or any trade qualified to conduct the work described in this Scope of Work.
- Consultant:** BCSD's environmental consultant.

Types of Lead Materials

Types	Definition	Lead Content Standard	
LBP	Lead-based paint, coating or material	By XRF: By Paint Chip:	1mg/cm ² or greater 0.5 wt%; or 5,000 ppm or greater
LCP	Lead-containing paint, coating or material	By XRF: By Paint Chip:	<1mg/cm ² <0.5 wt%; or 5,000 ppm
ND	No lead detected	By XRF: By Paint Chip:	Requires paint chip confirmation <reporting limit

Material Description	Locations	Lead Type & Result
Interior ceramic wall & baseboard tile – various colors & sizes XRF Line #s: 129	See XRF table for specific testing information Buildings C, D & E – Restrooms throughout	LBP ≥1.00 mg/cm ²
Exterior paint – light grey wood fascia XRF Line #: 10	Building A – Fascia near east Staff Restrooms	LBP ≥1.00 mg/cm ²



Material Description	Locations See XRF table for specific testing information	Lead Type & Result
Exterior paint – white porcelain sink XRF Line #: 23	Building A – Staff Lounge	LBP ≥1.00 mg/cm ²
Exterior paint – grey metal vertical window mullion XRF Line #: 39	Buildings C, D & E	LBP ≥1.00 mg/cm ²
Exterior paint – grey wood walls XRF Line #s: 201-202	All exterior wood components on R2-R9 (Classrooms 21-28)	LBP ≥1.00 mg/cm ²
All other painted components on campus – interior and exterior	Throughout the buildings inspected	LCP 0.00-0.99 mg/cm ²

ADDITIONAL LEAD INFORMATION

Contractors, whose employees work at this site, are required to assess if their work will be subject to the requirements of the Cal/OSHA lead construction standard (CCR Title 8 § 1532.1). Cal/OSHA standards are designed to regulate and enforce on-the-job worker safety. Employers are required by law to ensure that employees are not exposed to airborne lead levels which exceed the permissible exposure limit (PEL). The standard requires worker exposure monitoring, medical surveillance, training, special work practices, etc.

Each contractor/employer who bids and/or performs work at the site will need to assess potential lead exposure to employees performing their particular scope of work. Contractors who perform work at this site may need to obtain additional data (beyond the data presented in this report) during their assessment and Cal/OSHA compliance planning. Individual contractors/subcontractors should be allowed access to the project to obtain any needed data (samples, consultation, etc.) to complete their employee exposure assessment.

Any work performed at the site where LBP or LCP is likely to be disturbed should be performed by a contractor trained and qualified to perform lead-related construction work. Any work that exceeds Cal/OSHA’s permissible exposure limit or is performed to remediate a lead hazard must be conducted by CDPH certified personnel.

LEAD REGULATIONS FURTHER EXPLAINED

The lead work described in this Scope of Work is designed to assist the prime contractor and his sub-contractors to meet the requirements of the California lead standard for the construction industry, CCR Title 8, Section 1532.1. The requirements in this SOW are NOT intended to permanently eliminate lead-based paint or lead paint hazards. The results of the lead inspection indicate the materials anticipated to be disturbed contain lead-containing paint, not lead-based paint. Therefore, CDPH form 8551 which addresses Abatement of Lead Hazards shall not be submitted on this project.

Should changes to any of the following occur, it may result in the requirement of form 8551 to be submitted to CDPH:

- Work practices demonstrated by the remediation contractor; or
- SOW is revised in such a way which meets the requirements for abatement.

If a lead hazard is created, the contractor creating the lead hazard shall be responsible for all costs associated with clean-up and compliance with Title 17.



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MORE ON ASBESTOS & LEAD LOCATIONS, CONTENT & TYPE

Please see the attached initial asbestos and lead inspection report following this scope of work for identification of materials suspect to contain asbestos that have been sampled by YES, Inc. If any materials other than those identified in this scope of work and initial inspection are discovered and may be disturbed, work must be stopped and the project must be re-evaluated.

Of the materials being removed or disturbed, the contractor shall then refer to YES, Inc.'s initial inspection report and Scope of Work to determine the specific materials that contain asbestos and/or lead and those that have been determined to be free of asbestos and/or lead.

The initial inspection report does **not** denote materials to be removed; it reports whether materials present contain asbestos and/or lead. Contractor should refer to the architectural drawings and specifications for extent of work and locations.

NOTIFICATIONS

The contractor shall be responsible for the submission of all notifications triggered by lead disturbance. This includes, but is not limited to, the renovation or demolition permit release form to San Joaquin Valley Air Pollution Control District, Cal/OSHA Asbestos Notification and the Cal/OSHA Lead Work Pre-Job Notification.

SUPERVISOR & WORKER TRAINING REQUIRED

Workers and supervisors disturbing components with lead-containing must have, at a minimum, action-level lead training as described by Cal/OSHA 8 CCR 1532.1.

In addition, any contractor disturbing lead-based painted components on these structures must be RRP certified by the EPA as a company, and all individuals performing activities that disturb painted surfaces on behalf of the firm are either certified renovators or have been trained by a certified renovator. All renovations performed by the firm must be performed in accordance with the work practice standards of the Lead-Based Paint Renovation, Repair, and Painting Program in accordance with 40 CFR Part 745 Subpart E.

CAL/OSHA LEAD IN CONSTRUCTION STANDARD

The requirements within this scope of work (SOW) are designed to assist the remediation contractor to meet the requirements of the Cal/OSHA lead standard for the construction industry, Title 8 CCR Section 1532.1. The more stringent requirement between this SOW and Title 8 CCR Section 1532.1 shall take precedence.

PRE-JOB SUBMITTAL REQUIREMENTS

A hard copy of the remediation contractor's pre-job submittal packet shall be submitted to YES, Inc. and:

1. Include all of the items listed in the attached Submittal Requirements;
2. Be provided to and approved by YES, Inc. prior to the start of work by the remediation contractor.
3. Manifests shall be submitted to the project manager on the first day of the project for review, and also for final approval prior to waste removal from the job site.
4. Double sided copies are not acceptable.
5. Delays in providing the required submittals may affect the start of the project.
6. Electronic submittals will not be accepted.



OTHER CONSIDERATIONS

Item	District Provided	Contractor Must Provide	Not Applicable / Required
Water	X		
Power	X		
Removal of Items to be saved	X		
Removal & Disposal of Items Remaining in Work Area		X	
Safety & Security of Equipment		X	
Challenge testing of HEPA filtered equipment		X	

ALLOWABLE FORMS OF COMMUNICATION

The contractor shall establish a means of communication between the supervisor and workers inside the containment/regulated area which includes two-way radios or equivalent. At no time will yelling, whistling or banging on containment, walls or on the decontamination chambers be allowed as a form of communication.

OCCUPANCY

This building will be unoccupied in the areas where lead disturbance is occurring. Other areas inside the building, but outside of the containment, may be occupied by staff and students, and other trades conducting work at this site.

WASTE BIN/CONTAINERS

All bins/containers brought on-site to deposit waste into must be lockable or securable. Bins shall be secured at the end of every shift. Plywood shall be placed under the wheels of each bin to protect the existing surface. Bins must be double lined with 6-mil poly prior to waste being deposited. Containers must have the appropriate labels affixed on them as soon as any lead-contaminated debris is deposited.

LEAD CONTAINMENT SETUP REQUIREMENTS

1. All poly used on this project shall be 6-mil and flame retardant.
2. A wash station that includes water, soap, towels and sticky mat shall be set up and used for hygiene purposes and to prevent the tracking out of lead-contaminated debris. Should a contractor's disturbance methods demand or choose to don disposable suits, the wash station must be built as a chamber. A chamber shall be built large enough to accommodate all workers donning PPE without being able to be seen by staff, students, or anyone else walking by.
3. The contractor is required to contain the disturbance of lead in a manner which prevents lead-contaminated dust, debris and water from leaving the regulated work area. Uncontrolled releases will not be allowed and will be cause for stopping the project until modified work practices and containment that prevent these releases from occurring are designed and implemented.
4. The containment must be developed in compliance with the requirements of CCR 8 1532.1, these specifications and must be approved by the consultant.
5. All those entering the regulated area must sign in on a roster that documents their presence in the area.

WORKER PROTECTION

The contractor shall provide respiratory protection as outlined in current Cal/OSHA regulations. However, at a minimum:

1. During the removal and detail cleaning of lead-containing or lead-based painted components, workers shall wear at a minimum, half-face negative-pressure respirator with P-100 HEPA cartridges.
2. Quality disposable coveralls such as Tyvek-like suits shall be worn by all workers during all remediation activities on this project. Exceptions to this must be submitted to consultant in writing for review/approval.
3. Contractor shall provide the chain of custody and laboratory results of their worker air monitoring results each week on Wednesday for the previous week's samples. Unless a negative exposure assessment is produced, worker air monitoring must continue as long as remediation activities are being performed.



HEPA FILTERED EQUIPMENT REQUIREMENTS

Units arriving dirty or appearing to be contaminated shall be removed from the project site. Units must be positioned in the standard upright manner in which the manufacturer designed the equipment to operate.

LEAD DISTURBANCE PROCEDURES

1. Lead remediation shall be performed using the most expedient method, contingent upon approval from the consultant.
2. All LCP and LBP components or materials must be stabilized in a manner approved by the consultant before it is disturbed.
3. All removal methods must be performed using amended water.
4. Lead-containing paints or components shall be disturbed and/or removed while being kept wet, inside a containment and promptly placed into leak-tight containers.
5. Lead waste must be containerized before any work stoppages, such as for breaks, lunch, or the end of a shift. Bulk debris must be kept adequately wet until containerized. The contractor must plan only to disturb amounts of material that can be cleaned up and containerized before the next work stoppage.

PROHIBITED WORK PRACTICES

1. Uncontrolled releases. This is cause for stopping the project until modified work practices and containment that prevent these releases from occurring are designed and implemented.
2. Dry removal or dry disturbance of any kind. Garden hoses are prohibited on this project during remediation activities.
3. Mechanical tools without HEPA vacuum attachment and HEPA vacuum properly attached according to manufacturer recommendation.

COMPLETION OF LEAD REMOVAL

The consultant will inspect work areas for visual signs of dust and debris related to the disturbance of lead. All surface areas must be clean. Residual dust, of any nature, that was generated on this project and found within the regulated area will be assumed to contain lead and must be cleaned. A passing visual inspection shall constitute the LCP and LBP paints or components are rendered stabilized before being removed in compliance with Cal/OSHA's Lead in Construction Standard 8 CCR 1532.1 and the work identified in the architectural drawings. Should the condition of the LCP and LBP change from the date and time the visual inspection was given by the consultant, the contractor shall stop work and contact the consultant for re-evaluation and/or reinspection of the component.

LEAD DISPOSAL

Waste characterization is the responsibility of the lead remediation contractor. Lead waste shall be secured on-site until characterized. Testing results shall be provided to the on-site project monitor within ten calendar days of the waste being generated. Lead waste shall be disposed of in accordance with the contractor's waste characterization.

The Contractor is required to comply with all regulations in Title 8 Section 1532.1 Lead in Construction, all appropriate sections of Title 17 Lead Related Construction and Cal/EPA Title 22 for waste classification and disposal. The containers shall be leak tight and meet the requirements as stated in these specifications. Bags and other containers shall not be overfilled.

Attachments:

- A. Lead Submittal Requirements
- B. Site & Building Maps
- C. Lead Survey



Attachment A – Submittal Requirements

Lead Submittal Requirements

Note: not all of the items listed below are applicable for every project. Only the items applicable are required to be included in the submittal packet.

Prestart Submittals

1. Contractor's license(s) & Training
 - a. CSLB license
 - b. EPA RRP
 - c. Proof of Lead Training
2. Notifications
 - a. San Joaquin Valley APCD or appropriate local EPA enforcement agency for the job site location.
 - b. Cal/OSHA
 - i. Lead notification
 - c. Equipment rented
 - i. Proof the rental company has been made aware the rented equipment will be used for lead related work.
3. Site specific safety/emergency plan
 - a. This must include, but is not limited to, the nearest hospital's phone number and address;
 - b. Local police department phone number and address;
 - c. Title, name and phone number of the contractor's contact whom should be contacted in the event of an emergency.
4. Contractor worker documentation for all workers on-site
 - a. Proof of lead training (Cal/OSHA, CDPH or EPA, etc.)
 - b. Proof of medical approval to wear a respirator
 - c. Respirator fit test
5. Contractor's respiratory protection program
6. Negative exposure assessment (if requesting to don lesser PPE than specified in the SOW)
7. Safety data sheets
 - a. All hazardous materials (as defined by Cal/OSHA)
8. Waste Disposal
 - a. Paperwork for landfill proving the landfill will accept the waste
 - b. Proof of licensed waste hauler and company for hazardous waste
 - c. Waste characterization of lead waste
 - d. Manifest for all types of waste to be generated



Submittals Required During the Project

1. Daily copies
 - a. Safety meeting (if held daily)
 - b. Worker roster of all employees onsite – regardless of training
 - c. Entry/exit log for employees entering/exiting containment/regulated area
2. Weekly
 - a. Safety meeting
 - b. Worker personal air monitoring
 - c. Area air monitoring

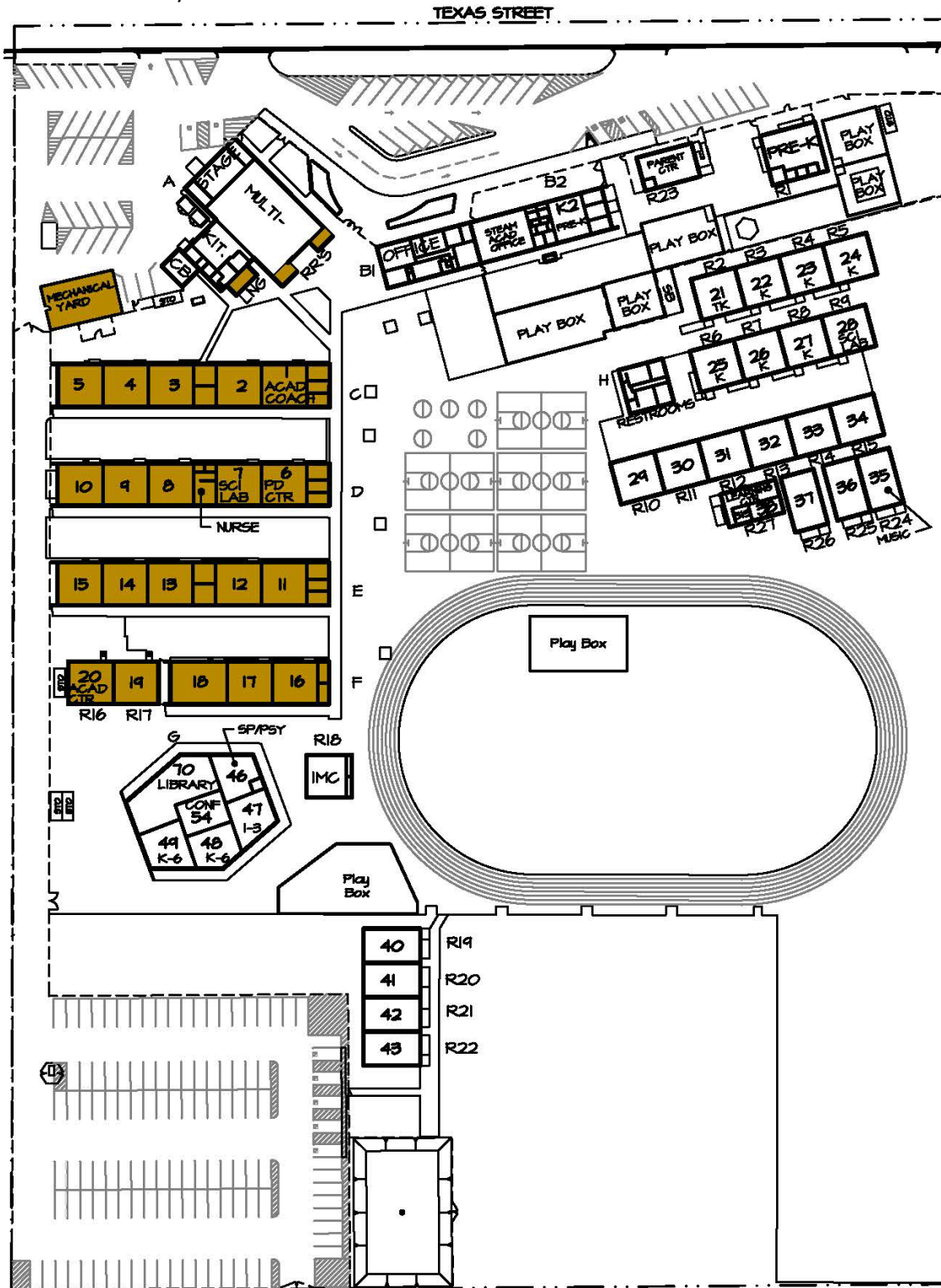
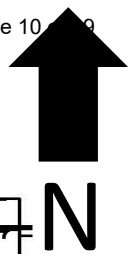
Submittals Required at the Conclusion of the Project

1. Contractor Air Monitoring & Lab Results (refer to the SOW for required frequency)
2. Any other paperwork as requested by the Consultant or Building Owner

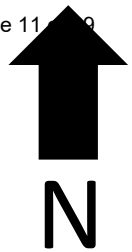


Attachment B – Site & Building Maps

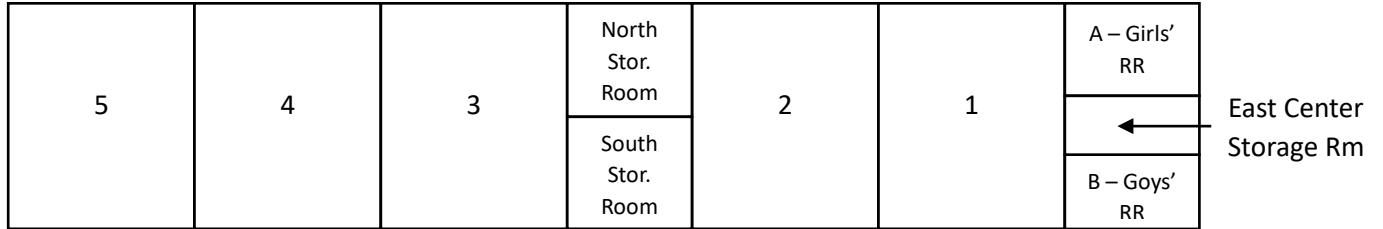
Bakersfield City School District
Fremont ES – 607 Texas Street, Bakersfield, CA 93307
YES, Inc. Project Number 22YES-109
December 2022 – May 2023



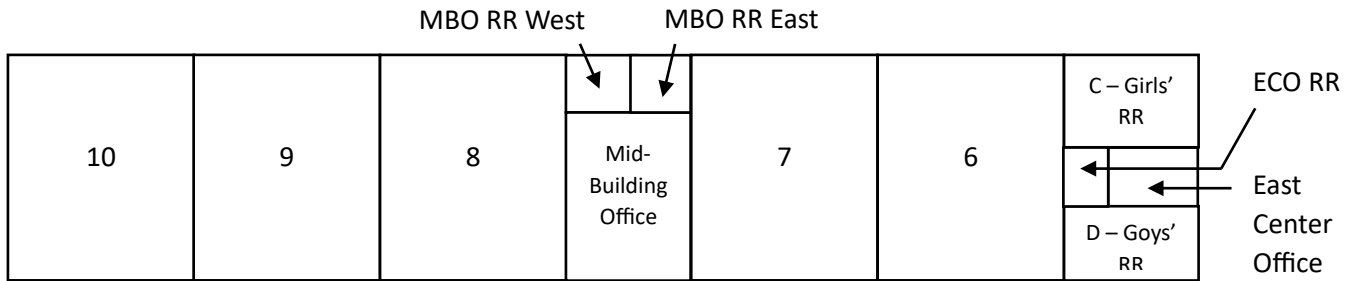
FREMONT MAGNET ELEMENTARY SCHOOL
607 TEXAS ST.



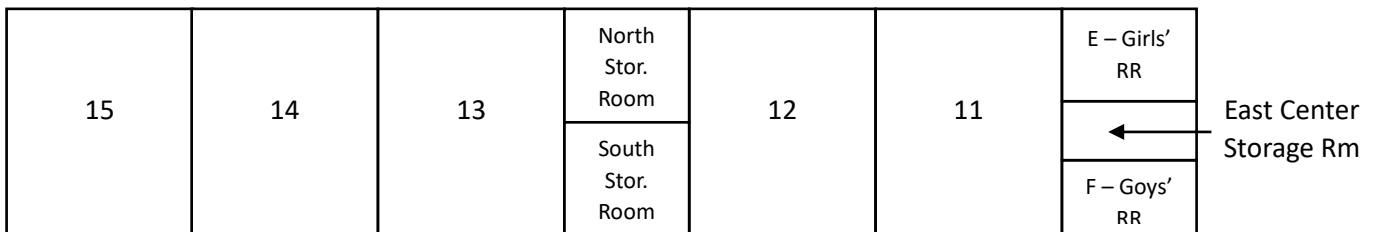
Building C



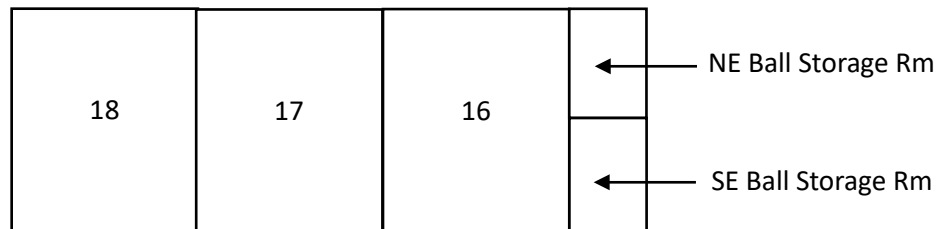
Building D



Building E



Building F





Attachment C – Lead Survey



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

CLIENT DEFINED SURVEY FOR LEAD BASED PAINT

Client: Bakersfield City School District

Site: Fremont ES

YES, Inc. Project Number:

NITON Serial #: 105041 **Model #:** XLp 300A

NO.	SAMPLE LOCATION	COMPONENT	SUBSTRATE	COLOR	CONDITION	XRF RESULT MG/CM ²	
BUILDING A - EXTERIOR							
1.	SOUTHEAST AT STAFF 1 RR	WALL	STUCCO	YELLOW	FAIR	0.04	LCP
2.	SOUTHEAST AT STAFF 1 RR	DOOR FRAME	WOOD	GREY	FAIR	0.60	LCP
3.	SOUTHWEST AT STAFF 2 RR	DOOR	WOOD	GREY	FAIR	0.00	LCP
4.	SOUTHWEST AT STAFF 2 RR	WINDOW INFILL	WOOD	LT GREY	FAIR	0.50	LCP
5.	SOUTHWEST AT LOUNGE – EAST WALL	DOOR TRIM	WOOD	GREY	FAIR	0.24	LCP
6.	SOUTHWEST AT LOUNGE – EAST WALL	DOOR	WOOD	GREY	FAIR	0.40	LCP
7.	SOUTHWEST AT LOUNGE – EAST WALL	WALL	STUCCO	CREAM	FAIR	0.10	LCP
8.	SOUTHWEST AT LOUNGE – EAST WALL	CABINET FRAME	WOOD	CREAM	FAIR	0.03	LCP
9.	SOUTHEAST AT LOUNGE	WINDOW TRIM	WOOD	GREY	FAIR	0.70	LCP
10.	SOUTHWEST AT STAFF 2 RR	INTERIOR FASCIA	WOOD	LT GREY	FAIR	1.60	LBP
11.	SOUTHWEST AT STAFF 2 RR	SOFFIT	WOOD	LT GREY	FAIR	0.40	LCP



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NO.	SAMPLE LOCATION	COMPONENT	SUBSTRATE	COLOR	CONDITION	XRF RESULT MG/CM ²	
BUILDING A – EXTERIOR CONTINUED							
12.	SOUTHWEST AT STAFF 2 RR	SOFFIT	STUCCO	LT GREY	FAIR	0.00	LCP
13.	SOUTHEAST AT STAFF LOUNGE	FASCIA	WOOD	GREY	FAIR	0.60	LCP
14.	SOUTHEAST AT STAFF LOUNGE	DRIP EDGE	METAL	GREY	FAIR	0.01	LCP
BUILDING A – INTERIOR							
15.	STAFF LOUNGE - SOUTHEAST	DOOR	WOOD	VARNISH	FAIR	0.00	LCP
16.	STAFF LOUNGE - SOUTHEAST	DOOR FRAME	WOOD	CREAM	POOR	0.00	LCP
17.	STAFF LOUNGE - SOUTHEAST	DOOR TRIM	WOOD	CREAM	POOR	0.04	LCP
18.	STAFF LOUNGE - SOUTHEAST	SCREEN DOOR	WOOD	VARNISH	POOR	0.00	LCP
19.	STAFF LOUNGE - SOUTHEAST	CABINET	WOOD	BLUE	FAIR	0.00	LCP
20.	STAFF LOUNGE - SOUTH, MIDDLE	VERTICAL COLUMN	WOOD	CREAM	FAIR	0.20	LCP
21.	STAFF LOUNGE - SOUTH, MIDDLE	WINDOW SILL	WOOD	CREAM	FAIR	0.10	LCP
22.	STAFF LOUNGE - SOUTH, WEST SIDE	WALL	PLASTER	CREAM	FAIR	0.03	LCP
23.	STAFF LOUNGE - WEST, SOUTH SIDE	SINK	PORCELAIN	WHITE	INTACT	9.20	LBP
24.	STAFF LOUNGE - CENTER	CEILING	12" ACT PRESSED BOARD	WHITE	FAIR	0.00	LCP



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NO.	SAMPLE LOCATION	COMPONENT	SUBSTRATE	COLOR	CONDITION	XRF RESULT MG/CM ²	
BUILDING A – INTERIOR CONTINUED							
25.	STAFF 1 RR - NORTH WALL	WALL	CERAMIC TILE	BLUE	INTACT	0.00	LCP
26.	STAFF 1 RR - NORTH WALL	SINK	PORCELAIN	WHITE	INTACT	0.01	LCP
27.	STAFF 1 RR - WEST SIDE, NORTH	DOOR FRAME	WOOD	GREY	FAIR	0.28	LCP
28.	STAFF 1 RR - WEST SIDE, NORTH	DOOR	WOOD	GREY	FAIR	0.00	LCP
29.	STAFF 1 RR - SOUTH AREA, MIDDLE	FLOOR	CERAMIC TILE	CREAM, BLUE FLAKE	INTACT	0.00	LCP
30.	STAFF 1 RR - NORTH AREA, MIDDLE	CEILING	PLASTER	CREAM	INTACT	0.02	LCP
31.	STAFF 2 RR - SOUTH AREA, EAST	WALL	CERAMIC TILE	TAN	INTACT	0.00	LCP
32.	STAFF 2 RR - NORTH AREA, MIDDLE	SINK	PORCELAIN	WHITE	INTACT	0.00	LCP
33.	STAFF 2 RR - EAST AREA, MIDDLE	FLOOR	CERAMIC TILE	BEIGE	INTACT	0.00	LCP
34.	STAFF 2 RR - SOUTH AREA, EAST	CEILING	PLASTER	CREAM	INTACT	0.10	LCP
BUILDING C – EXTERIOR							
35.	NORTH SIDE AT CR 1	DOOR FRAME	WOOD	GREY	FAIR	0.60	LCP
36.	NORTH SIDE AT CR 1	DOOR	WOOD	GREY	FAIR	0.00	LCP
37.	NORTH SIDE AT CR 3	HVAC LOUVERS	METAL	LT GREY	FAIR	0.00	LCP



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NO.	SAMPLE LOCATION	COMPONENT	SUBSTRATE	COLOR	CONDITION	XRF RESULT MG/CM ²	
BUILDING C – EXTERIOR CONTINUED							
38.	NORTH SIDE AT CR 5	WINDOW FRAME	METAL	GREY	FAIR	0.30	LCP
39.	NORTH SIDE AT CR 5	VERTICAL MULLION	METAL	GREY	FAIR	2.80	LBP
40.	EAST SIDE, MIDDLE	WALL	STUCCO	YELLOW	FAIR	0.07	LCP
41.	EAST SIDE, MIDDLE	VENT FRAME	WOOD	GREY	INTACT	0.01	LCP
42.	SOUTH SIDE, EAST END	WALL	STUCCO	LT GREY	FAIR	0.04	LCP
43.	SOUTH SIDE, WEST END	CABINET DOOR	WOOD	LT GREY	POOR	0.14	LCP
44.	SOUTH SIDE, MIDDLE	FASCIA	WOOD	GREY	FAIR	0.28	LCP
45.	SOUTH SIDE, MIDDLE	DRIP EDGE	METAL	GREY	POOR	0.00	LCP
46.	SOUTH SIDE, MIDDLE	SOFFIT	STUCCO	LT GREY	FAIR	0.00	LCP
47.	SOUTH SIDE, MIDDLE	FASCIA NAILER	WOOD	LT GREY	FAIR	0.20	LCP
48.	WEST SIDE, MIDDLE	ROOF DECK	WOOD	LT GREY	FAIR	0.03	LCP
49.	WEST SIDE, MIDDLE	ROOF FRAMING	WOOD	LT GREY	FAIR	0.00	LCP
BUILDING C – INTERIOR							
50.	CR 1 - WEST SIDE, MIDDLE	CABINET FRAME	WOOD	BLUE	FAIR	0.18	LCP



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NO.	SAMPLE LOCATION	COMPONENT	SUBSTRATE	COLOR	CONDITION	XRF RESULT MG/CM ²	
BUILDING C – INTERIOR CONTINUED							
51.	CR 1 - NORTH SIDE, EAST END	DOOR FRAME	WOOD	GREY	FAIR	0.70	LCP
52.	CR 1 - NORTH SIDE, EAST END	DOOR	WOOD	GREY	FAIR	0.00	LCP
53.	CR 1 - NORTH SIDE, EAST END	WALL	WOOD	GOLD	INTACT	0.15	LCP
54.	CR 2 - WEST WALL, SOUTH END	WALL	WOOD	CREAM	FAIR	0.00	LCP
55.	CR 2 - NORTH, WEST END	SINK	PORCELAIN	WHITE	INTACT	0.00	LCP
56.	CR 2 - SOUTH, MIDDLE	WINDOW FRAME	METAL	CREAM	INTACT	0.09	LCP
57.	CR 2 - SOUTH, MIDDLE AT WINDOWS	VERTICAL COLUMN	METAL	CREAM	INTACT	0.30	LCP
58.	CR 2 - SOUTH, MIDDLE	WINDOW SILL	WOOD	CREAM	INTACT	0.29	LCP
59.	CR 2 - SOUTH, MIDDLE	VERTICAL WINDOW MULLION	METAL	CREAM	INTACT	0.27	LCP
60.	SOUTH STORAGE - WEST WALL, SOUTH SIDE	SINK	PORCELAIN	WHITE	INTACT	0.00	LCP
61.	SOUTH STORAGE - WEST WALL, MIDDLE	WALL RAIL	WOOD	CREAM	FAIR	0.03	LCP
62.	SOUTH STORAGE - NORTH WALL, MIDDLE	WALL	PLASTER	CREAM	FAIR	0.00	LCP
63.	SOUTH STORAGE - NORTH WALL, WEST	DOOR FRAME	WOOD	CREAM	FAIR	0.28	LCP



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NO.	SAMPLE LOCATION	COMPONENT	SUBSTRATE	COLOR	CONDITION	XRF RESULT MG/CM ²	
BUILDING C – INTERIOR CONTINUED							
64.	SOUTH STORAGE - NORTH WALL, WEST	DOOR TRIM	WOOD	CREAM	FAIR	0.16	LCP
65.	SOUTH STORAGE - NORTH WALL, WEST	DOOR	WOOD	VARNISH	FAIR	0.00	LCP
66.	SOUTH STORAGE - SOUTH WALL, WEST END	DOOR FRAME	WOOD	GREY	FAIR	0.30	LCP
67.	SOUTH STORAGE - SOUTH WALL, WEST END	DOOR TRIM	WOOD	GREY	FAIR	0.11	LCP
68.	SOUTH STORAGE - SOUTH WALL, WEST END	DOOR	WOOD	GREY	FAIR	0.00	LCP
69.	SOUTH STORAGE - SOUTH WALL, WEST END	WINDOW FRAME	METAL	CREAM	FAIR	0.08	LCP
70.	SOUTH STORAGE - SOUTH AREA	CEILING	PLASTER	CREAM	FAIR	0.13	LCP



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NO.	SAMPLE LOCATION	COMPONENT	SUBSTRATE	COLOR	CONDITION	XRF RESULT MG/CM ²	
BUILDING C – INTERIOR CONTINUED							
71.	CR 3 - WEST WALL, SOUTH AREA	WALL	WOOD	CREAM	FAIR	0.01	LCP
72.	CR 3 -NORTHEAST AREA	12" ACT. CEILING	PRESSED BOARD	WHITE	FAIR	0.00	LCP
73.	CR 3 - NORTHEAST AREA	CEILING REVEAL	METAL	CREAM	INTACT	0.00	LCP
74.	CR 3 - NORTHEAST AREA	T-BAR CEILING GRID	METAL	WHITE	INTACT	0.00	LCP
75.	CR 3 - NORTHEAST AREA	2'X4' LAY-IN CEILING PANELS	PRESSED BOARD	WHITE	INTACT	0.00	LCP
76.	CR 4 - WEST WALL, SOUTH	WALL	WOOD	CREAM	FAIR	0.00	LCP
77.	CR 4 - WEST AREA, MIDDLE	CABINET TRAY	WOOD	BLUE	FAIR	0.00	LCP
78.	CR 4 - WEST AREA, SOUTH	CABINET FRAME	WOOD	BLUE	FAIR	0.24	LCP
79.	CR 4 - NORTH WALL, WEST END	WINDOW SILL	WOOD	CREAM	FAIR	0.80	LCP
80.	CR 4 - NORTH WALL, MIDDLE	WINDOW FRAME	METAL	CREAM	FAIR	0.05	LCP
81.	CR 4 - NORTH WALL, MIDDLE	VERTICAL COLUMN	METAL	CREAM	FAIR	0.40	LCP
82.	CR 4 - NORTH WALL, MIDDLE	VERTICAL MULLION	METAL	CREAM	FAIR	0.30	LCP
83.	CR 4 - NORTH AREA, WEST SIDE	SINK	PORCELAIN	WHITE	INTACT	0.00	LCP
84.	CR 4 - EAST WALL, SOUTH END	WALL	WOOD	GOLD	FAIR	0.06	LCP



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NO.	SAMPLE LOCATION	COMPONENT	SUBSTRATE	COLOR	CONDITION	XRF RESULT MG/CM ²	
BUILDING C – INTERIOR CONTINUED							
85.	CR 5 - WEST WALL, NORTH AREA	WALL	WOOD	CREAM	FAIR	0.01	LCP
86.	CR 5 - SOUTH WALL, WEST AREA	DOOR TRIM	WOOD	GREY	FAIR	0.40	LCP
87.	CR 5 - SOUTH WALL, WEST AREA	DOOR FRAME	WOOD	GREY	FAIR	0.50	LCP
88.	CR 5 - SOUTH WALL, WEST AREA	DOOR	WOOD	GREY	FAIR	0.00	LCP
89.	CR 5 - SOUTH WALL, MIDDLE	WINDOW SILL	WOOD	CREAM	FAIR	0.23	LCP
90.	CR 5 - SOUTH WALL, MIDDLE	WINDOW FRAME	METAL	CREAM	FAIR	0.40	LCP
91.	CR 5 - SOUTH WALL, MIDDLE	VERTICAL MULLION	METAL	CREAM	FAIR	0.29	LCP
92.	CR 5 - SOUTH WALL, MIDDLE	VERTICAL COLUMN	METAL	CREAM	FAIR	0.30	LCP
93.	CR 5 - SOUTH AREA, MIDDLE	12" ACT. CEILING	PRESSED BOARD	WHITE	FAIR	0.00	LCP
94.	CR 5 - SOUTH AREA, MIDDLE	CEILING REVEAL	METAL	WHITE	INTACT	0.00	LCP
95.	CR 5 - SOUTH AREA, MIDDLE	T-BAR CEILING GRID	METAL	WHITE	INTACT	0.01	LCP
96.	CR 5 - SOUTH AREA, MIDDLE	2'X4' LAY-IN CEILING PANELS	PRESSED BOARD	WHITE	INTACT	0.00	LCP
BUILDING D - EXTERIOR							
97.	NORTH SIDE, MIDDLE	HVAC LOUVER	METAL	LT GREY	FAIR	0.00	LCP



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NO.	SAMPLE LOCATION	COMPONENT	SUBSTRATE	COLOR	CONDITION	XRF RESULT MG/CM ²	
BUILDING D – EXTERIOR CONTINUED							
98.	NORTH SIDE, WEST END	DRIP EDGE	METAL	GREY	FAIR	0.00	LCP
99.	NORTH SIDE, WEST END	FASCIA	WOOD	GREY	FAIR	0.30	LCP
100.	NORTH SIDE, WEST END	SOFFIT REVEAL	METAL	LT GREY	FAIR	0.30	LCP
101.	NORTH SIDE, WEST END	SOFFIT	STUCCO	LT GREY	FAIR	0.00	LCP
102.	EAST SIDE, SOUTH END	DOOR TRIM	WOOD	GREY	FAIR	0.00	LCP
103.	EAST SIDE, SOUTH END	DOOR FRAME	WOOD	GREY	FAIR	0.27	LCP
104.	EAST SIDE, SOUTH END	DOOR	WOOD	GREY	FAIR	0.00	LCP
105.	EAST SIDE, SOUTH END	WALL	STUCCO	YELLOW	FAIR	0.01	LCP
106.	SOUTH SIDE, EAST END	WALL	STUCCO	LT GREY	FAIR	0.04	LCP
107.	SOUTH SIDE, MIDDLE	CABINET FRAME	WOOD	LT GREY	FAIR	0.25	LCP
108.	SOUTH SIDE, MIDDLE	CABINET DOOR	WOOD	LT GREY	POOR	0.17	LCP
109.	SOUTH SIDE, MIDDLE	WINDOW SILL	WOOD	GREY	FAIR	0.50	LCP
110.	SOUTH SIDE, MIDDLE	WINDOW FRAME	METAL	GREY	FAIR	0.06	LCP
111.	SOUTH SIDE, MIDDLE	VERTICAL MULLION	METAL	GREY	FAIR	4.00	LBP



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NO.	SAMPLE LOCATION	COMPONENT	SUBSTRATE	COLOR	CONDITION	XRF RESULT MG/CM ²	
BUILDING D – EXTERIOR CONTINUED							
112	SOUTH SIDE, WEST END	DOOR TRIM	WOOD	GREY	FAIR	0.40	LCP
113	SOUTH SIDE, WEST END	DOOR FRAME	WOOD	GREY	FAIR	0.50	LCP
114	SOUTH SIDE, WEST END	DOOR	WOOD	GREY	FAIR	0.26	LCP
115	SOUTH SIDE, WEST END	SOFFIT	STUCCO	LT GREY	FAIR	0.00	LCP
BUILDING D - INTERIOR							
116	BOYS RR - SOUTHEAST AREA	WALL	CERAMIC TILE	TAN	INTACT	0.00	LCP
117	BOYS RR - SOUTHEAST AREA	SINK	PORCELAIN	WHITE	INTACT	0.00	LCP
118	BOYS RR - SOUTH WALL, MIDDLE	WINDOW FRAME	METAL	CREAM	FAIR	0.11	LCP
119	BOYS RR - SOUTH WALL, MIDDLE	VERTICAL COLUMN	METAL	CREAM	FAIR	0.01	LCP
120	BOYS RR - EAST WALL, NORTH	DOOR	WOOD	GREY	FAIR	0.00	LCP
121	BOYS RR - CENTER	FLOOR	CERAMIC TILE	TAN	FAIR	0.00	LCP
122	STAFF RR - SOUTH WALL, MIDDLE	WALL	PLASTER	CREAM	FAIR	0.03	LCP
123	STAFF RR - WEST WALL	DOOR TRIM	WOOD	CREAM	FAIR	0.10	LCP
124	STAFF RR - WAITING, WEST WALL	DOOR FRAME	WOOD	CREAM	FAIR	0.60	LCP



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NO.	SAMPLE LOCATION	COMPONENT	SUBSTRATE	COLOR	CONDITION	XRF RESULT MG/CM ²	
BUILDING D – INTERIOR CONTINUED							
125	STAFF RR WAITING - WEST WALL	DOOR	WOOD	VARNISH	FAIR	0.00	LCP
126	STAFF RR WAITING - NORTH, MIDDLE	ATTIC ACCESS TRIM	WOOD	CREAM	FAIR	0.50	LCP
127	STAFF RR WAITING - NORTH, MIDDLE	ATTIC ACCESS DOOR	WOOD	CREAM	FAIR	0.05	LCP
128	STAFF RR WAITING - NORTH, MIDDLE	12" ACT CEILING	PRESSED BOARD	CREAM	FAIR	0.00	LCP
129	STAFF RR - EAST WALL	WALL BASE	CERAMIC TILE	OATMEAL	FAIR	7.60	LBP
130	STAFF RR - WEST WALL, MIDDLE	WALL	PLASTER	CREAM	INTACT	0.15	LCP
131	STAFF RR - NORTH, MIDDLE	SINK	PORCELAIN	WHITE	INTACT	0.05	LCP
132	STAFF RR - CENTER	CEILING	PLASTER	CREAM	INTACT	0.03	LCP
133	STAFF RR - CENTER	FLOOR	CERAMIC TILE	BROWN/TAN	FAIR	0.00	LCP
134	GIRLS RR - SOUTH WALL, EAST END	WALL	CERAMIC TILE	BLUE	INTACT	0.00	LCP
135	GIRLS RR - WEST WALL, MIDDLE	WALL	PLASTER	CREAM	FAIR	0.00	LCP
136	GIRLS RR - NORTH WALL, MIDDLE	WINDOW FRAME	METAL	CREAM	FAIR	0.10	LCP
137	GIRLS RR - NORTH WALL, MIDDLE	VERTICAL COLUMN	METAL	CREAM	FAIR	0.11	LCP
138	GIRLS RR - EAST WALL, SOUTH	DOOR	WOOD	GREY	FAIR	0.00	LCP



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NO.	SAMPLE LOCATION	COMPONENT	SUBSTRATE	COLOR	CONDITION	XRF RESULT MG/CM ²	
BUILDING D – INTERIOR CONTINUED							
139	GIRLS RR - NORTH, MIDDLE	CEILING	PLASTER	CREAM	FAIR	0.09	LCP
140	GIRLS RR - NORTH, MIDDLE	FLOOR	CERAMIC TILE	CREAM/BLUE FLECKS	FAIR	0.00	LCP
141	CR 6 - WEST WALL	WALL	WOOD	GOLD	INTACT	0.01	LCP
142	CR 6 - NORTH, WEST AREA	CABINET	WOOD	VARNISH	INTACT	0.00	LCP
143	CR 6 - NORTH WALL, EAST AREA	DOOR TRIM	WOOD	CREAM	FAIR	0.40	LCP
144	CR 6 - NORTH WALL, EAST AREA	DOOR FRAME	WOOD	CREAM	FAIR	0.50	LCP
145	CR 6 - NORTH WALL, EAST AREA	DOOR	WOOD	GREY	FAIR	0.02	LCP
146	CR 6 - EAST WALL, NORTH AREA	WALL	WOOD	GREEN	INTACT	0.03	LCP
147	CR 6 - SOUTH WALL, EAST END	WALL	WOOD	CREAM	FAIR	0.00	LCP
148	CR 6 - SOUTH SIDE, MIDDLE	LAY-IN CEILING GRID	METAL	WHITE	INTACT	0.00	LCP
149	CR 6 - SOUTH SIDE, MIDDLE	2'X4' LAY-IN CEILING PANELS	PRESSED BOARD	WHITE	INTACT	0.00	LCP
150	CR 7 – WEST WALL CENTER	WALL	WOOD	CREAM	INTACT	0.02	LCP
151	CR 7 -WEST WALL, NORTH END	WALL TRIM	WOOD	CREAM	INTACT	0.0	LCP
152	CR7 - NORTH WALL, WEST END	WINDOW FRAME	METAL	CREAM	FAIR	0.22	LCP



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NO.	SAMPLE LOCATION	COMPONENT	SUBSTRATE	COLOR	CONDITION	XRF RESULT MG/CM ²	
BUILDING D – INTERIOR CONTINUED							
153	CR 7 - NORTH WALL, WEST END	VERTICAL MULLION	METAL	CREAM	FAIR	0.21	LCP
154	CR 7 - NORTH WALL, EAST END	WINDOW SILL	WOOD	CREAM	FAIR	0.50	LCP
155	CR 7 - NORTH WALL, EAST END	VERTICAL COLUMN	METAL	CREAM	FAIR	0.70	LCP
156	CR 7 - SOUTH WALL, EAST END	WALL	WOOD	GOLDENROD	FAIR	0.00	LCP
157	CR 7 - SOUTH WALL, WEST END	DOOR TRIM	WOOD	CREAM	FAIR	0.15	LCP
158	CR 7 - SOUTH WALL, WEST END	DOOR FRAME	WOOD	CREAM	FAIR	0.26	LCP
159	CR 7 - SOUTH WALL, WEST END	DOOR	WOOD	GREY	FAIR	0.01	LCP
160	CR 7 - SOUTH SIDE, MIDDLE	12" ACT CEILING TILE	PRESSED BOARD	WHITE	INTACT	0.00	LCP
161	CR 7 - SOUTH SIDE, MIDDLE	CEILING REVEAL	METAL	CREAM	INTACT	0.00	LCP
162	NURSE - WEST WALL, MIDDLE	WALL	PLASTER	CREAM	FAIR	0.01	LCP
163	NURSE - WEST WALL, NORTH END	MIRROR TRIP	WOOD	CREAM	INTACT	0.00	LCP
164	NURSE - NORTH WALL, MIDDLE	WINDOW FRAME	METAL	CREAM	FAIR	0.08	LCP
165	NURSE - SINK AREA, EAST WALL	WALL	WOOD	CREAM	FAIR	0.00	LCP
166	NURSE - SOUTH WALL, MIDDLE	DOOR TRIM	WOOD	GREY	FAIR	0.18	LCP



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BUILDING D – INTERIOR CONTINUED							
167	NURSE - SOUTH WALL, MIDDLE	DOOR FRAME	WOOD	GREY	FAIR	0.30	LCP
168	NURSE - SOUTH WALL, MIDDLE	DOOR	WOOD	GREY	FAIR	0.01	LCP
169	NURSE - SOUTH SIDE, WEST AREA	12" ACT CEILING	PRESSED BOARD	WHITE	FAIR	0.00	LCP
170	NURSE - STAFF RR 4, WEST, MIDDLE	WALL	WOOD	CREAM	FAIR	0.00	LCP
171	NURSE - STAFF RR 5, SOUTH, MIDDLE	WALL BASE	CERAMIC TILE	OATMEAL	FAIR	8.40	LBP
172	NURSE - STAFF RR 5, SOUTH, MIDDLE	FLOOR	CERAMIC TILE	BROWN/TAN	FAIR	0.00	LCP
173	CR 8 - WEST WALL, NORTH END	CABINET	WOOD	BLUE	FAIR	0.06	LCP
174	CR 8 - WEST WALL, MIDDLE	CABINET TRAY	WOOD	BLUE	FAIR	0.19	LCP
175	CR 8 - WEST WALL, NORTH END	WALL TRIM	WOOD	CREAM	FAIR	0.12	LCP
176	CR 8 - EAST WALL, MIDDLE, HIGH	WALL	WOOD	GOLD	INTACT	0.00	LCP
177	CR 8 - EAST WALL, MIDDLE	WALL TRIM	WOOD	GOLD	INTACT	0.40	LCP
178	CR 8 - EAST WALL, MIDDLE, LOW	WALL	WOOD	GOLD	INTACT	0.00	LCP
179	CR 8 - SOUTH WALL, EAST END	CABINET	WOOD	BLUE	FAIR	0.00	LCP
180	CR 8 - WEST AREA, MIDDLE	2'X4' CEILING TILE	PRESSED BOARD	WHITE	FAIR	0.00	LCP



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NO.	SAMPLE LOCATION	COMPONENT	SUBSTRATE	COLOR	CONDITION	XRF RESULT MG/CM ²	
BUILDING D – INTERIOR CONTINUED							
181	CR 8 - WEST AREA, MIDDLE	CEILING GRID	METAL	WHITE	FAIR	0.00	LCP
182	CR 9 - NORTH WALL, MIDDLE	WINDOW SILL	WOOD	CREAM	FAIR	0.30	LCP
183	CR 9 - NORTH WALL, MIDDLE	WINDOW FRAME	METAL	CREAM	FAIR	0.06	LCP
184	CR 9 - NORTH WALL, MIDDLE	VERTICAL MULLION	METAL	CREAM	FAIR	0.06	LCP
185	CR 9 - NORTH WALL, WEST END	VERTICAL COLUMN	METAL	CREAM	FAIR	0.13	LCP
186	CR 9 - NORTH WALL, WEST END	SINK	PORCELAIN	WHITE	INTACT	0.00	LCP
187	CR 9 - EAST WALL, SOUTH END, HIGH	WALL	WOOD	GOLDENROD	INTACT	0.01	LCP
188	CR 9 - EAST WALL, SOUTH END	WALL TRIM	WOOD	GOLDENROD	FAIR	0.12	LCP
189	CR 9 - EAST WALL, NORTH END, LOW	WALL	WOOD	GOLDENROD	INTACT	0.00	LCP
190	CR 10 - WEST WALL, SOUTH, HIGH	WALL	WOOD	CREAM	FAIR	0.01	LCP
191	CR 10 - WEST WALL, SOUTH END	WALL TRIM	WOOD	CREAM	FAIR	0.04	LCP
192	CR 10 - WEST WALL, SOUTH, LOW	WALL	WOOD	CREAM	FAIR	0.00	LCP
193	CR 10 - SOUTH SIDE, MIDDLE	12" ACT CEILING TILE	PRESSED BOARD	WHITE	FAIR	0.00	LCP
194	CR 10 - SOUTH SIDE, MIDDLE	CEILING REVEAL	METAL	CREAM	INTACT	0.00	LCP



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Date	12.15.22	Start Time	3:30 PM	Beginning Calibration	1.04 =	1.10	1.04 =	1.20	1.04 =	1.10	Lead-Containing Paint (LCP) or Lead-Based Paint (LBP)
Date	12.15.22	End Time	9:00 PM	Ending Calibration	1.04 =	1.00	1.04 =	1.10	1.04 =	1.20	
NO.	SAMPLE LOCATION			COMPONENT	SUBSTRATE	COLOR	CONDITION	XRF RESULT MG/CM ²			
BUILDING E - EXTERIOR											
195	NORTH SIDE, WEST END			HVAC LOUVER	METAL	LT GREY	FAIR	0.00		LCP	
196	NORTH SIDE, MIDDLE			DOOR TRIM	WOOD	GREY	FAIR	0.30		LCP	

Date	5.17.23	Start Time	7:00 PM	Beginning Calibration	1.04 =	1.07	1.04 =	1.01	1.04 =	1.01	Lead-Containing Paint (LCP) or Lead-Based Paint (LBP)
Date	5.17.23	End Time	8:00 PM	Ending Calibration	1.04 =	1.06	1.04 =	1.07	1.04 =	1.12	
NO.	SAMPLE LOCATION			COMPONENT	SUBSTRATE	COLOR	CONDITION	XRF RESULT MG/CM ²			
BUILDINGS R24-R26 (CRS 35-37) - EXTERIOR											
197	R25 (CR 36) – SOUTH			WALL	WOOD	GREY	INTACT	0.14		LCP	
BUILDING R27 (CR 38) – EXTERIOR											
198	WEST SIDE CENTER			WALL	WOOD	GREY	INTACT	0.14		LCP	
BUILDINGS R10-R15 (CRS 29-34) - EXTERIOR											
199	NORTH SIDE CENTER AT CR 30			WALL	WOOD	GREY	INTACT	0.03		LCP	



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NO.	SAMPLE LOCATION	COMPONENT	SUBSTRATE	COLOR	CONDITION	XRF RESULT MG/CM ²	
BUILDING H (RESTROOM BLDG) - EXTERIOR							
200	EAST SIDE CENTER	WALL	STUCCO	GREY	INTACT	0.01	LCP
BUILDINGS R2-R9 (CRS 21-28) - EXTERIOR							
201	CR 27 – SOUTH SIDE CENTER	WALL	WOOD	GREY	INTACT	1.26	LBP
202	CR 21 – NORTH SIDE CENTER	WALL	WOOD	GREY	INTACT	1.53	LBP
BUILDING R1 (PRE – K) - EXTERIOR							
203	WEST SIDE CENTER	WALL	WOOD	GREY	INTACT	0.07	LCP
BUILDING R23 (PARENT CENTER) - EXTERIOR							
204	SOUTH SIDE CENTER	WALL	WOOD	GREY	INTACT	0.12	LCP
BUILDING R18 (IMC) - EXTERIOR							
205	EAST SIDE CENTER	WALL	STUCCO	GREY	INTACT	0.16	LCP
BUILDING G (CRS 46-54 & 70) - EXTERIOR							
206	EAST SIDE CENTER	WALL	STUCCO	YELLOW	INTACT	0.02	LCP
BUILDINGS R19-22 (CRS 40-43) - EXTERIOR							
207	EAST SIDE CENTER AT CR 40	WALL	WOOD	GREY	INTACT	0.17	LCP

End of XRF report.



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

**BID PACKAGE #FES-02
GENERAL TRADE**

SCOPE OF WORK



BID PACKAGE #FES-02
GENERAL TRADE
SCOPE OF WORK

PRIME CONTRACTOR
*(Prime must possess a **Class B** License)*

Spec. Section	Description	Spec. Section	Description
Division 00	Procurement and Contracting	08-80-00	Glass and Glazing
Division 01	General Requirements	09-24-00	Lath and Plaster
*02-41-19	Selective Demolition	09-29-00	Gypsum Board Assemblies
03-10-00	Concrete Forming and Access.	*09-30-13	Ceramic Tile
03-20-00	Concrete Reinforcing	09-51-13	Acoustical Panel Ceilings
03-30-00	Cast In Place Concrete	09-51-23	Acoustical Tile Ceilings
05-12-00	Structural Steel	*09-65-13	Resilient Wall Base and Access.
05-50-00	Metal Fabrications	*09-68-13	Carpet Tile
06-10-00	Rough Carpentry	09-77-23	Vinyl Covered Tack Board
06-20-00	Finish Carpentry	09-90-00	Painting
06-20-13	Exterior Finish Carpentry	10-00-00	Miscellaneous Items
06-40-00	Interior Architectural Woodwork	10-14-23	Signs
06-41-00	Solid Polymer Fabrications	10-14-26	Exterior Post and Panel Signs
07-21-00	Building Insulation	10-21-13	Toilet Compartments
07-25-00	Weather Barriers	10-28-00	Toilet and Bath Access.
07-27-00	Firestopping	10-36-00	Louvers and Vents
07-57-20	Polyurethane Foam Roofing	11-71-00	Portable Assistive Listening Dev.
07-60-00	Flashing and Sheet Metal	*Division 22	Plumbing
*07-92-00	Joint Sealants	*Division 23	Heating, Ventilating, & Air-Cond.
08-11-13	Standard Steel Doors & Frames	*Division 26	Electrical
08-14-16	Flush Wood Doors	32-12-16	Hot-Mix Asphalt Paving
08-31-13	Access Doors	32-13-13	Portland Cement Concrete Paving
08-51-13	Aluminum Windows	32-31-13	Chain Link Fences and Gates
08-71-00	Door Hardware		

**As applicable to work within this Bid Package.*

ATTACHMENT(S): SUMMARY OF COMPREHENSIVE ASBESTOS INSPECTION FINDINGS (YES ENVIRONMENTAL, INC.; DATED JULY 2023) – FOR REFERENCE ONLY

❖ **General Trade (Trade Specific) Scope of Work:**

- This Bid Package shall be responsible for the General Trade for all other components not specified within this scope of work yet reflected in the Contract Documents. Any

questions regarding scope of work are to be addressed as part of the Pre-Bid Clarification period to be answered prior to Bid.

- Contractor will be responsible for confirming existing grades prior to bid including any discrepancies.
- Contractor to coordinate and participate in the Pre-Demolition Conference with the Demolition Bid Package to review all new installation work with Construction Manager, Inspector of Record, Owner, and all Bid Packages to ensure demolition efforts are met for new work to be installed by this Bid Package.
- Contractor shall repair or replace any existing or new construction that is damaged from water intrusion due to failure of required weather protection at contractor's expense.
- This Contractor to assume a minimum of **75SF** per each selective demolition effort as indicated in the drawings or not that will require new work patch back at the floors and/or walls. This assumption per each location will cover all new framing, gypsum board, insulation, backing, rough-in, etc. for a complete working system of the new work.
- This Contractor is responsible for removing and re-grading/dressing the affected landscaped areas with new turf and/or hydroseed per District standards as a result of laydown of materials and or access during construction. Contractor to return all existing conditions and replace in-kind any damage of work outside of the construction limits. This Contractor is to coordinate the Landscape & Irrigation new work with the District's grounds/ maintenance crew to ensure all irrigation lines reflected to be removed are reconnected from the main irrigation timer/ controller to prevent any campus interruptions.
- This Prime Contractor is responsible for the landscape irrigation line safe-off for the Demolition Bid Package. All irrigation line safe-off efforts must be taken back to the corresponding irrigation controller and adjusted for the removals with District Personnel.
- Contractor shall notify all local utility companies including but not limited to the Local Water/ Electricity/ Gas/ Telephone Companies as required for the new extents of all Plumbing work. All excavation work shall be approved by all utility companies to assure prevention of interruption of existing services prior to start of work.
- Include preparation/submission of all paperwork (haul route maps, applications, etc.) as required by the local municipality. If required, include street cleaning and erosion control measures.
- This Contractor is responsible for ensuring all Classroom Sinks are to be re-worked as required to bring them up to ADA Code and Compliance. This includes but not limited to: framing, countertops, height adjustments, etc. Coordinate this work with the necessary Bid Packages for extents.
- Prime Contractor to provide, install and maintain all erosion control devices as specified in the contract documents. It is the Prime Contractor's responsibility to check all the devices before and after any rain event and restore any damaged BMPs to the satisfaction of the inspector.
- The cut and removal of all surface, floor, or site mounted items must be grinded flush or removed below finish grade for future patch back efforts as to prevent any items protruding the finish surface.
- This Contractor is responsible for coordinating with the Demolition Bid Package to review all items noted to be removed and re-installed. This Contractor shall provide all necessary inventory, equipment to relocate, palletize, secure in a weathertight container, and notify the District of placement locations for confirmation.
- This Package to coordinate the demolition and new work extents of all Restroom Modernizations with all Bid Packages to ensure all new sinks, lavatories, fixtures, exhausts, vents, hand dryers, grilles, etc. are coordinated to include all floor/wall/ceiling finishes, concrete floors, curbs, adequate drainage, etc. for receiving the new work under all Bid Packages as required.

- This Contractor is to coordinate the Landscape & Irrigation new work with the District's grounds/maintenance crew to ensure all irrigation lines reflected to be removed are reconnected from the main irrigation timer/ controller to prevent any campus interruptions.
- This Package is to reinstall all Curtain Tracks & Drapes at the Classrooms as stored by this Bid Package at the Construction Start. It is imperative that this Prime Contractor review the existing Curtain Track installation and include in their price the re-installation efforts to match the existing conditions. Contractor is to be present at the time of removal by the Demolition Bid Package to ensure no damage to the existing system.
- This Contractor is responsible for all SWPPP/Erosion Control, Sandbags at Site Perimeter, Stabilized Construction Entrance, Trackout Control, and Maintenance (Pre-Rain/Rain/Post-Rain) for the project start and through the duration. This package is to remove and clean the site at the end of the project.
- This package is responsible for performing (1) Site Power Wash per Construction Phase and (1) White Glove Cleaning per Construction Phase at the completion of each project phase.
- Contractor to provide steel trench plates at all areas of vehicle or equipment traffic during construction so as to not impede any work, as needed to maintain building access, or as normal safety practices or codes dictate. Install and remove plates at the direction of the Construction Manager.
- This package is responsible to provide and install all underground utility patch backs for any concrete and/or asphalt and base materials/subgrade preparation as outlined per the Contract Documents following the backfill of all underground utility work as performed by the MEP Bid Packages.
- Furnish and install all fire stop material at all penetrations through rated walls, ceilings and slabs required by the work to meet code requirements under this Bid Package. Include sealants, caulking, backer rods, fire, and smoke seals, etc.
- Provide caulking and sealants between work in this contract and dissimilar finishes including, but not limited to, drywall, plaster, trim/accessories, decking, flooring, etc.
- This package is responsible for any and all items that are to be salvaged and reinstalled or returned to the owner under its respective Spec. Sections.
- Provide all extension cords or temporary power components required for this work.
- All temporary water required to complete the work of this Bid Package.
- This Contractor to reseal all Exterior Door & Window Frames with ES4 Sealant as indicated in the Contract Documents.
- Patch concrete floors flush to match adjacent finish where items indicated to be removed (Chiller Yard, Classrooms, Exteriors, Floors, Walls, Restrooms, etc.). Rated walls to be patched or sealed with materials to maintain required wall rating as indicated.
- Contractor to patch all Restroom removal items as reflected in the Contract Documents. All existing removed partitions, accessories, ADA items, etc. shall be patched back to match existing finishes.
- Contractor to patch walls and ceiling penetrations flush to match adjacent finish where items indicated to be removed.
- This Package shall be responsible for holding Pre-Work Conference Meetings with all Bid Packages to coordinate the new work to be installed. For example, a Pre-Roofing Conference shall be held for the Roofing Installation with the MEP Bid Packages to ensure all proper sleeves and boots are installed as required.
- This package to provide all Assistive Listening Devices as reflected in the Contract Documents for all Classrooms.
- Furnish and installation of new metal guard rails, handrails, metal gates, hot-dip galvanized finish, chain link fencing and gates and associated hardware in accordance with the contract documents.
- All exterior metals are to be hot dip galvanized as noted in the contract documents. The painting of all of exterior metals, bollards, handrails, etc. shall comply with the Contract.

- Prime Contractor to schedule a shop inspection with IOR during all handrail/guardrail and/or ornamental steel fencing prior to start of fabrication.
- Provide and install all Structural Steel components as reflected in the Contract Documents. Provide all steel/metal for a complete Structural Steel System including but not limited to fabrication, erection, top plate to existing wall connections, shop/field welding, equipment, hoisting, generators, galvanizing, field welding, rolled shapes, anchors, embeds, plates, pipes, square and rectangular tubing, angles, stiffener plates, tension washers, concrete embeds, inserts and sleeves, lag bolts, screws, base plates, templates, etc.
- Include in this package all Structural Steel components that will require Concrete work such as formwork, layout, coordination, excavations, backfill, soils export, sonotubes, reinforcements, concrete curbs, anchors, embeds, base plates, high strength grout, etc.
- All Structural and Framing components required for the new rooftop equipment and stud walls for new ductwork shall be provided and installed under this package. This package to reference all Architectural and Structural Drawings to ensure all Truss reinforcements, supports, framing, structural components, etc. are captured under this Bid Package. Coordinate this work with the Mechanical Bid Package.
- This package to include concrete footings, concrete curbs, sill plates, embeds, anchors, top plates, depressions where required, reinforcements, excavations, backfill, spoil removals,
- Provide and install all new signs as shown in the contract documents, including all interior and exterior accessibility, exterior panel signs, identification, directional and informational signage.
- This package is responsible for all Chain Link Fences, Gates, Hardware, Posts, Post Footings, Layout, Coordination, Soils Spoils Removal, Horizontal Intermediate Posts, etc. for a complete Chain Link Fence & Gate System as indicated in the Contract Documents.
- Prime contractor to furnish and install all parking ADA work as indicated in the drawings including but not limited to: wheel stops and anchors, striping, rework of any ADA slope percentage issues, survey, layout, signage, crosswalks, tactile warning surfaces, restriping limits, etc. Include in the price all patch back efforts from the removed tactile warning surfaces, wheel stops, signage, etc. are the responsibility of this package.
- This Contractor to coordinate with the Demolition Package to ensure all removal efforts for the existing parking lot to receive new finishes by this Package.
- Prime contractor to protect and/or adjust all existing irrigation line and sprinkler heads adjacent to concrete work and/or affected by site concrete work and restore to existing functional condition after construction.
- Provide and install all Carpentry for Roof, Walls, Backing for all Bid Packages as coordinated and required.
- Contractor to install items plumb and level, accurately fitted from distortion of defects.
- This package is responsible for ALL fire proofing penetrations at the walls and/or ceiling spaces as required to maintain the building's fire rating per code and DSA requirements.
- Protect all adjacent surfaces from plaster overspray including doors, windows, walks, roofs, panels, etc.
- Provide smokestopping, firestopping, fire barrier sealant, metal fillers, drywall/taping compound etc. as required by the Contract Documents and by code requirements. The MEP Packages shall install firestopping/fire caulking at their penetrations only.
- This package shall provide and install ALL joint sealants as specified in their new work.
- Coordinate with Mechanical, Electrical and Plumbing Trades as to the dimensions, layout, plumbing, electrical, openings, etc. requirements of roof framing at HVAC units to ensure proper opening size, curb layout, flashing and roofing.
- A "pre-job" roofing inspection shall be held prior to the start of work. This Contractor, the Inspector of Record (IOR), the Roofing System Manufacturer Representative, and other interested parties, as required, shall be present. A water test is to be performed at the

completion of all roofing components on this project (multiple phases) with the Roofing System Manufacturer present to document the repairs if needed and ensure warranty is in place.

- This Contractor is responsible to provide and install a watertight and warrantable roofing system and to coordinate all other related contractor installed items. Prior to roofing acceptance, this package to coordinate a water test on all new and repaired roofing scopes with the CM, IOR, & AOR. Contractor to make any correction required to insure a watertight roof at completion of work for the warranty in a timely manner.
- This Bid Package shall perform ALL Roofing Patchbacks for ALL MEP Contractors for their new work and warranty as clarified above.
- Provide and install rough, finish carpentry, structural framing, and repairs as per plans & specifications.
- This package will provide and install all roof penetrations, framing, anchors, cutting, patching, blockouts, flashings, crickets, rigid insulation, structural support, underlayments, plywood sheathing, nailers, weather protection, roof openings, leveling of the pre-fab curbs, etc.
- Prime Contractor to provide and install all sheet metal work including but not limited to: scuppers, fascia's and roof edge flashings, all blocking, strapping and attachments, shim supports, backer board, splash pans, 22ga. covers and closures, connections to leaders and downspouts, roof gutters, sealants, etc. for a complete system from roof to drains.
- Prime Contractor will provide and install all required roof accessories to complete roof with the understanding that only the Pre-fabricated Structural Roof Curbs witch are part of Mechanical will be furnished and installed by the Mechanical Package. Coordination with this work is the responsibility of both packages for all roof repairs.
- Contractor to provide and install all roofing including but not limited to foam roofing and rigid roof insulation, base sheets, roofing membrane plies, flashing, asphalt, auxiliary roofing membrane, adhesives, plywood, underlayments, joint sealants, expansion joints, testing, warranties, fasteners, mastics, misc. accessories, etc. as per Contract Documents.
- Provide and install all flashings, counter flashing, reinforcements, flashings at roof drains, reglets, coping, sill & jamb flashing, ice/water shields, parapet caps, roof hatches, vent stacks, edge metals, Z metal, cant strips, concrete fill and/or grout, rigid insulation under metal roofing and other appurtenances or accessories required for this bid package to provide a weather tight assembly as specified in Division 7.
- Provide and install all Gypsum Board and Substrates as indicated in the Contract Documents. This includes but not limited to: patch and repair, necessary wood or metal framing to match existing framing, edge metals, mud & tape, trim pieces, sheet metal, surface preparation, drywall cutouts for new outlets and/or devices, etc. This package to coordinate all new drywall work with all trade packages for any needed openings.
- This contractor to coordinate, provide, and install all rough hardware, bent or otherwise custom fabricated bolts, hold down bolts, hangers, and other miscellaneous steel and/or iron shapes, or any other fasteners that is required.
- Provide and install Rough Carpentry, Blocking, and Backing to other Trades and coordinate/initiate of all efforts prior to closing up walls. Contractor will coordinate with other trades and CM for necessary blocking and backing prior to commencement of rough carpentry and wall finishes.
- Provide and install all replaced sod in existing grass areas as noted in the Contract Documents.
- Contractor to replace all cement plaster finish at soffits due to Demolition efforts as noted in the Contract Documents.
- Contractor to store and re-install all salvaged existing floor mounted door stops and thresholds at flooring indicated to be removed.
- Contractor

- All Doors (Steel, Hollow Metal, & Wood), Frames, hardware and cores, shims, anchors, door contacts, etc. for a complete system are to be provided and installed by this package.
- All Casework and Carpentry Systems are the responsibility of this Bid Package in its entirety.
- All Windows, Glass, Glazing, Frames Systems are the responsibility of this Bid Package in its entirety.
- This package to coordinate with the Mechanical-HVAC Trade Package for ensuring the new Mechanical curbs are framed correctly and slope in the correct location for installation.
- Provide and install all Patching & Painting, Painting to be End Seam to End Seam, or Corner to Corner. This Package is responsible for the preparation of all surfaces to receive new paint in a smooth and level surface, primer paint, and finish paint as specified in the Contract Documents. This package to coordinate and receive color matching approval from the District prior to proceeding with scheduling of paint.
- Tape and finish areas behind all equipment, fixtures, etc. consistent with the taping and finishing procedures in the adjacent area. In other words, simple one coat fire taping is not acceptable. Install preliminary fire rated or inference drywall for code, ducts and conduit as required.
- This package is responsible for surface prep, primer, and paint of all surface mounted components including but not limited to: conduits, boxes, devices, etc. Contractor to accurately match the finish paint for all building interiors or exteriors.
- Provide fans, heaters, or “hot mud,” to accelerate drywall finishing dry time when directed by the CM.
- Install all access panels required for this work scope package by the Contract Documents. HVAC, Plumbing, Fire Sprinkler, and Electrical Contractors to provide access panels. This package is to install access panels in framed walls and ceilings.
- Provide and install all blocking, backing, framed openings and rough hardware for all Bid Packages. It will be the responsibility of this Contractor to coordinate locations and member sizes with various Bid Packages. Blocking/Backing/Opening work to include but not limited to access panels, toilet partitions, toilet accessories, cabinets, white/ smart/ tack boards, projection screens, television or projector mounts, ladders, electrical and signal panels, doors, windows, etc.
- Work to include all framing systems, all lath, plaster, & gypsum board including expansion joints, insulation, flashings, edge metals, soffit vents, extruded aluminum metals, reglets, control joints, expansion joints, and accessories and sealers required for this scope package to ensure all exterior openings are closed up as noted in the Contract Documents.
- Furnish and install substrate, i.e. water-resistant gyp board, lath, and scratch coat plaster, etc. as required by the Contract Documents. Include filling and taping of all joints and voids.
- Anchors to be drilled and installed or shot pins for the stud walls shall be the responsibility of this Bid Package.
- Contractor to provide and install drywall at all framing locations as required prior to commencing T-bar ceiling grid installation. This may or may not be in sequence with the drywall production work but will be performed as necessary for T-bar work. Further, if this occurs, T-bar grid will be installed prior to taping and should be protected by this Contractor after grid is installed.
- This package to patch back all roofing penetrations as identified in the Contract Documents.
- This package is responsible for accurately providing and installing all necessary blocking, framing, louver closures at the walls, floor concrete backfill, drywall & preparation at classroom interiors, cementitious plaster at building exteriors, paint & primer, etc. upon the removal of the HVAC components within the walls at all

Classrooms for the ventilators. This package to review all classroom conditions for this new scope at the time of bid and capture all components for a weathertight system. This contractor to walk and account for this work as part of the pre-bid jobwalk and in their bid amount.

- At all locations where there is double plywood at the projector/smart boards, this package is responsible for removing the second layer of plywood and provide a smooth complete finish with gypsum board/drywall and paint. This contractor to walk and account for this work as part of the pre-bid jobwalk and in their bid amount.
- Prime Contractor is responsible for achieving all ADA compliance requirements. If Prime Contractor fails to achieve ADA compliance, Prime Contractor is subject to replace non-compliant portions of work to achieve DSA Approval.
- Prime Contractor is responsible for all fine grading under proposed curbs, slabs, hardscape, landscape, underground trenching, etc. to receive the new finish surface as supplied under this package as well.
- Prime Contractor to provide photo documentation of existing ADA Parking Lot striping. Prime Contractor shall be responsible for all layout, design and coordination in accordance with industry standards and to meet all current ADA requirements. Once the pavement striping layout is completed, Prime Contractor shall receive approval of Construction Manager or Owner's Representative prior to painting.
- Provide and install all site concrete, concrete paving, sand section under, CMB or CAB as noted below slabs, adequate slopes to prevent free standing water, curing compounds, housekeeping pads, restroom curbs, restroom slabs patchback, underground trenching patchback for either asphalt or concrete, ADA ramps, cast-in-place truncated domes, tactile warning surfaces, and all site pads including utility pads as indicated in contract plans including forming, pouring concrete, reinforcing mesh and/or rebars, epoxy dowels, expansion joints, felt, Sikaflex, saw-cut, caulking, complete in place.
- Provide and maintain all temporary protection, delineation and signage required to divert traffic from newly paved, slurry seal coat, fresh concrete, and/or painted work. Coordinate with District as necessary for school operations.
- Provide and install all asphalt ramped or sloped edges around all sides of handicap ramps that protrude from sidewalks.
- The Prime Contractor is to provide and pay for the concrete washout pan for all concrete pouring operations and safely dispose of all waste.
- Provide all work as necessary for all base course (CMB & CAB) and asphalt paving and/or patching, asphaltic seal coat, A/C paving, header board installation. Work is to include all asphalt paving as identified in the contract documents.
- Provide and install all new signs as shown in contract documents that are located in asphalt area scope of work.
- All asphalt paving which does not terminate directly against a concrete curb, slab or wall or a masonry wall is to be terminated against an acceptable redwood or Douglas fir stakes of length necessary to extend into solid grade a minimum of 12 inches. Stakes should be of sound material, neatly pointed, driven vertically, and securely nailed to headers. Space stakes not to exceed 4 feet on center with top of stakes set one inch below top of header. Provide a minimum of two 12d galvanized common nails through each stake. Remove and dispose of existing headers where new surfacing is installed adjacent to existing surfacing.
- This package is responsible for providing and installing all asphalt slurry seal coats for the new improvement work and prior to the start of striping at the parking lots.
- Responsible for Engineering, Surveying and layout for the scope of this work. Prime Contractor shall provide surveying and determine existing grades/elevations in order to document existing paving areas and ensure proper drainage. Prime Contractor to provide, in writing, the existing grades and elevations of the site to the Construction Manager or Owner's Representative prior to commencing work. Prime Contractor shall

ensure that the new site surfaces flow and drain properly even though existing pavement may not have sufficient drainage and may cause ponding in some areas. Any discrepancies must be brought to the Construction Manager or Owner's Representative's attention prior to the commencement of work.

- Provide and install all asphalt or concrete patching (including base material and epoxy dowels) for utility trenches as specified in the contract documents.
- Provide and install all hanger wires for T-bar ceiling, HVAC grills, registers, access panels, lighting, low voltage devices, plumbing or other systems requiring hanger wire support from the structure above. Coordinate requirements with all other appropriate Bid Packages and CM. All wires shall have a loop twisted end after installation for protection of workmen below. All Wires shall be bent upwards so that a minimum of 8'-0" of clearance is maintained from floors.
- Provide and install all new Ceiling Finishes as Noted in the Contract Documents including but not limited: new hanger wires, splay wires, anchors, MEP coordination, furring strips, intermediate strips, end pieces, cutting of new tiles, attic stock, etc.
- This Package to coordinate and cut all ceiling tiles as required for the new MEP Devices, Grilles, Registers, etc.
- Ceiling tiles at the perimeter, down lights, registers, etc. will be installed prior to the complete installation of all tiles. This is to accommodate the schedule and completion of other trade work. The remainder of ceiling tiles will be installed at a later date after all in-ceiling inspections have been completed.
- Provide, deliver, and stage an allowance of 1% of each ceiling tile type to be used as directed by the CM for unidentified trade damage during construction. This tile is not part of the extra stock delivered to the Owner and is above and beyond any requirements shown on the plans or specifications for additional or extra stock.
- Contractor to provide complete Painting work scope including but not limited to painting and staining of all interior and exterior unfinished surfaces, woodwork, millwork, trim, plywood backboards, doors & frames, window frames, pipes, ducts, hangers, louvers, grills, registers, vents, exposed steel, iron work, ornamental iron, wrought iron, metal railing, bollards & barricade posts, downspouts & gutters, exposed metal joints, coping caps, exposed primed metal surfaces, flashings, access ladders, access panels, telephone backboards, drain pipes, exposed conduits, etc.
- Contractor to provide Joint Sealant and Caulking work at exterior joints of exterior plaster system, exterior vertical and horizontal joints between different abutting materials, exterior joints between exterior plaster system and frames of doors, windows and louvers, exterior control and expansion joints in ceilings and other overhead surfaces, exterior joints in vertical and horizontal non-traffic surfaces, interior joints between interior wall surfaces and frames of doors, windows, access panels, etc. Provide backer rod as required.
- Contractor to remove all stops at window or door/sidelight frames paint stops and screws and re-install all stops during one operation. This Contractor is responsible for ensuring that all stops/screws are not lost during painting process. Remove and replace all wall plates to facilitate painting behind them. Remove door frame bumper stops and replace after applying final coat of paint. This Contractor is responsible for replacement of all wall plates, screws, door frame bumper stops, etc., which are lost during the painting process.
- Prepare all surfaces for interior and exterior paint scope in this package including scraping, sanding, putty, washing, sealing, priming, back priming, etc. All surfaces shall be cleaned free of loose dirt and dust prior to the commencement of this work. All metal surfaces shall first be washed with turpentine to remove any dirt or grease before painting. Where rust or scale is present, it shall be cleaned prior to painting per the Contract Documents. All galvanized metal surfaces shall be cleaned and one coat of galvanized metal primer applied in accordance with manufacturer's directions. Door

frames shall be cleaned free of paint, concrete, grout adhesive, plaster or joint compound prior to painting (after other trades perform their obligations).

- It is understood that the HVAC system may not be operational at the time that this work is being performed. Provide and utilize space heaters and/or fans to ventilate areas receiving finishes as required within the buildings.
- The ceiling grid, cabinetry and other similar building components may be installed prior to the application of some or all coats of paint and/or finishes. These coats will be cut to and around these building components. Further, finish coats of paint in the mechanical/electrical rooms and similar areas shall be applied after all equipment, conduits, etc. are installed and complete.
- Obtain written direction from the CM prior to proceeding with any work in each area/room. Finish painting in high traffic areas (i.e. stairwells, corridors, entry/exit areas, etc.) shall be delayed until written direction is issued by the Contractor. This procedure is required so that damage to work is minimized.
- Prime contractor is also responsible for any cementitious wall stucco/ plaster work and associated Painting for all opening closures.
- Finish coats will be scheduled by the Contractor and in such a manner so that final coat of painting shall be applied after the completion of all basic work in the building (on an area by area basis) and entirely separate from the prime and first coats. Prior to the application of the finish coat in any area, this Contractor shall patch minor damage to finished walls etc. Paint final/finish coat to be roller applied at all interior wall surfaces. Paint final/finish coat may be spray applied at exterior walls. Do not paint over labels, tags, etc., which identify door or frame components, composition, or rating.
- Color-tint the prime and successive undercoats so that the proper number of paint coats can be approved by the Contractor. Obtain inspection of each coat before application of successive coats. Failure to obtain inspection may result in application of additional coats.
- This Contractor to provide and install all complete Tackable Vinyl Wall Coverings and Trim pieces. Contractor responsible for all penetrations of fabric for work installed by other trades. Coordinate all work pertaining to wall coverings with applicable Bid Packages for a complete system and to ensure installation is continuous to prevent intermediate seams.
- Contractor to provide and install all Specialties including but not limited to: interior & exterior building signage, building identification, toilet compartments, coat hooks, toilet accessories, classroom/restroom soap & paper towel dispensers, fire extinguishers and cabinets, window curtains & tracks, curtain drapes, site furnishings, joint sealants, corner guards, projection screens, door stops, and other accessories required for this package. This Contractor to install all backing, framing, gypsum board, finishes, etc. as required to properly install the work noted above.
- Provide complete landscape & irrigation systems including earthwork, soil amendments, top soil, trenching, backfill, drainage, planting and plant material, trees, shrubs, turf, grass/hydro seed material, ground cover, misc. landscape materials, maintenance, warranty, fertilizing, controller equipment, control wiring, irrigation piping, fittings, risers, under paving sleeves, sprinkler heads, gate valves, control valves, for a complete Landscape & Irrigation system if disturbed and as noted in the Contract Documents.

❖ **Work Performed by Others (Bid Package Specific-Reference the Above):**

A. Demolition & Abatement (Bid Package #FES-01) will provide:

1. This Package shall provide all selective demolition efforts as noted in the Contract Documents. It is the responsibility of all Bid Packages to accurately coordinate all new work with the Demolition Bid Package to ensure all items are demolished and removed for a complete system.

2. This Package shall provide all necessary Hazardous Materials Abatement as noted in the YES Environmental, Inc. Summary Plan.

B. Mechanical (Bid Package #FES-03) will provide:

1. This Package shall provide all Access Panels/Doors for the BP #FES-01 General Trade Package to install.

C. Electrical & Low Voltage (Bid Package #FES-04) will provide:

1. This Package shall provide all Access Panels/Doors for the BP #FES-02 General Trade Package to install.
2. This Package is to provide all utility line trenching, excavation, backfill, compaction, haul-off, import/export, etc. for their scope. This package to coordinate with the BP #FES-02 General Trade Package for the new finish surface install.

D. Plumbing (Bid Package #FES-05) will provide:

1. This Package shall provide all Access Panels/Doors for the BP #FES-02 General Trade Package to install.
2. This Package is to provide all utility line trenching, excavation, backfill, compaction, haul-off, import/export, etc. for their scope. This package to coordinate with the BP #FES-02 General Trade Package for the new finish surface install.

❖ **ADDITIVE ALTERNATE(S):**

▪ **Additive Alternate #01 – Doors, Windows, and Frames**

This Bid Package to include Additive Alternate #01 to add in their scope the New Doors, Door Frames, Windows, and Window Frames as specified in the Contract Documents.

▪ **Additive Alternate #02 – Door Hardware**

This Bid Package to include Additive Alternate #02 to add in their scope the Demolition and New Door Hardware as specified in the Contract Documents.

▪ **Additive Alternate #03 – Casework**

This Bid Package to include Additive Alternate #03 to add in their scope the New Casework as specified in the Contract Documents.

❖ **ALLOWANCE(S):**

▪ **Allowance #01 – Unforeseen Conditions**

Include the sum of **\$75,000.00** in your Contract Amount for the following: Unforeseen framing, wall furring, roofing discrepancies, repair of unidentified surfaces, ADA POT, unforeseen discoveries, unforeseen existing utilities investigation, necessary utility relocation, other unforeseen items not identified in the Contract Documents.

END OF SECTION



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

**BID PACKAGE #FES-03
MECHANICAL**

SCOPE OF WORK



BID PACKAGE #FES-03
MECHANICAL
SCOPE OF WORK

PRIME CONTRACTOR
*(Prime must possess a **Class C-27** License)*

Spec. Section	Description		Spec. Section	Description
Division 00	Procurement and Contracting		08-31-13	Access Doors
Division 01	General Requirements		*09-24-00	Lath and Plaster
*02-41-19	Selective Demolition		*09-29-00	Gypsum Board Assemblies
*Division 03	Concrete		*09-51-13	Acoustical Panel Ceilings
*06-10-00	Rough Carpentry		*09-51-23	Acoustical Tile Ceilings
*06-20-00	Finish Carpentry		10-36-00	Louvers and Vents
*07-25-00	Weather Barriers		*Division 22	Plumbing
07-27-00	Firestopping		23-00-00	Heating, Ventilating, & Air-Cond.
07-92-00	Joint Sealants		*Division 26	Electrical

**As applicable to work within this Bid Package.*

ATTACHMENT(S): SUMMARY OF COMPREHENSIVE ASBESTOS INSPECTION FINDINGS (YES ENVIRONMENTAL, INC.; DATED JULY 2023) – FOR REFERENCE ONLY

❖ **Mechanical (Trade Specific) Scope of Work:**

- This Bid Package shall be responsible for all Plumbing components not specified within this scope of work yet reflected in the Contract Documents. Any questions regarding scope of work are to be addressed as part of the Pre-Bid Clarification period to be answered prior to Bid.
- Contractor to provide all permits required for this package at no cost to the District. Include preparation/submission of all paperwork (haul route maps, applications, etc.) as required by the local municipality.
- Prime Contractor is responsible to clean up and remove from site all waste generated by this work scope.
- The cut and removal of all surface, floor, or site mounted items must be grinded flush or removed below finish grade for future patch back efforts as to prevent any items protruding the finish surface.
- It is the responsibility of this Bid Package to coordinate with the District and their list of purchased Owner Furnished-Contractor Installed (OFCI) components. This list is inclusive of Mechanical Equipment (HP-1, HP-2, HP-3, EF-1, EF-2, PEF-1, and Thermostats). It is the responsibility of this Bid Package to ensure that all labor and equipment is captured in their

bid to relocate all items as located at the Bakersfield City School District M&O Warehouse. This package is responsible for ensuring all components are delivered and installed at the required locations and necessary coordination efforts are made with all Bid Packages. Include in the bid an inventory count at the time of award, prior to delivery, and at the time of installation.

- This Contractor is responsible for coordinating with the Demolition Bid Package to review all items noted to be removed and re-installed under this Bid Package. This Contractor shall provide all necessary inventory, equipment to relocate, palletize, secure in a weathertight container, and notify the District for confirmations.
- This Package to coordinate the demolition and new work extents of all Restroom Modernizations with the applicable Bid Packages to ensure all new exhaust fans, grilles, ductwork, etc. are adequately covered as outlined in the Construction Documents.
- Provide caulking and sealants between work in this contract and dissimilar finishes including, but not limited to, drywall, plaster, trim/accessories, decking, flooring, etc.
- Include in this package storage of all materials in a weather-tight container with multiple moves as needed for the project schedule to continue. The district will not pay storage fees so this package must make all necessary accommodations to ensure all material is safe and free of damage or will need to be replaced at no additional charge.
- Provide and supply all extension cords or temporary power components to the Bid Package #FES-04 - Electrical & Low Voltage Bid Package provided Local Spider Boxes.
- Provide all temporary water required to complete the work of this Bid Package.
- This Package shall be responsible for holding Pre-Work Conference Meetings with all Bid Packages to coordinate the new work to be installed. For example, a Pre-Roofing Conference shall be held for the Roofing Installation with the MEP Bid Packages to ensure all proper sleeves and boots are installed as required.
- Coordinate and provide ALL layout for the Demolition Bid Package at all roof opening locations that are required to be demolished and/or removed. Both packages to hold a roofing meeting to buy off on all layouts and locations for the new Mechanical work that will sit on the existing building roof. This coordination effort shall also include the #FES-02 – General Trade Contractor of any patchback roofing work.
- Coordinate all required rough-carpentry and/or backing for Roof/Walls with all Bid Packages to properly install all Mechanical Components as reflected in the Contract Documents.
- Contractor to install items plumb and level, accurately fitted from distortion of defects.
- Contractor to obtain approval prior to site cutting or making adjustments not scheduled.
- This Package is responsible for providing and installing all seismic bracing, hangers, anchors, splay wires, ceiling wires, trapeze systems, coordination, layout, shot pins, testing, etc. for all new Mechanical components.
- Contractor shall notify all local utility companies including but not limited to the Local Water/ Electricity/ Gas/ Telephone Companies as required for the new extents of all Plumbing work. All excavation work shall be approved by all utility companies to assure prevention of interruption of existing services prior to start of work.
- This Package shall provide and install ALL joint sealants as specified in their new work.
- This Package is responsible for performing and providing a Test & Air Balance (TAB) Report to the Design Team for review and approval upon each construction phase completion as to not interrupt the Campus.
- Coordinate all dimensions, layout, openings, cutsheets, requirements, etc. for roof framing at HVAC units/curbs to ensure proper opening size, curb layout, flashing and roofing with the #FES-02 – General Trade Bid Package.
- All open ductwork as it is being installed must be capped/ taped off at all locations. This is critical to prevent any dust exposure from entering the new ductwork. If the contractor shall fail to cap off, it is the responsibility of this Bid Package to provide intermediate and final cleaning to ensure no debris or dust remains.

- This package to coordinate all new drywall work for any needed cutouts and edge metals/trim with the #FES-02 General Trade Bid Package to ensure a complete Mechanical finish system is coordinated.
- It is the responsibility of this package to field verify exact ceiling space available for routing of new ductwork prior to start of work as well as confirming adequate roof framing for any supports as required.
- All HVAC work systems with 2000 CFM or more or service a common air space must be interconnected to shut down immediately upon alarm condition from duct detectors (or fire alarm system when using smoke detectors in lieu of duct detectors without interface from EMS or any other systems. All control relays used for shut down must be California State Fire Marshall listed for releasing service.
- This contractor to coordinate, provide, and install all rough hardware, bent or otherwise custom fabricated bolts, hold down bolts, hangers, and other miscellaneous steel and/or iron shapes, or any other fasteners that is required.
- Provide all layouts and coordination for Rough Carpentry, Blocking, and Backing to the #FES-02 General Trade Bid Package prior to closing up walls.
- This package to coordinate with the #FES-02 General Trade Bid Package for ensuring the new Mechanical curbs are framed correctly and slope in the correct location for installation.
- This Package is to provide and install all new Thermostats and ensure coordination with all applicable Bid Packages takes place for power, controls, wall finishes, etc.
- Abandon in Place and Utility Safe-Off all Hydronic Piping a minimum of 12” below grade prior to the #FES-01 – Demolition & Abatement Bid Package begins demolition at the Classroom Interiors.
- Provide all necessary Cutting and Capping of Existing Hydronic and Mechanical System Components at the Chiller Yard as necessary for the #FES-01 – Demolition & Abatement Bid Package to remove all components.
- This package is to provide and hand deliver all access panels in framed walls and ceilings to the #FES-02 General Trade Bid Package for installation.
- This package is responsible for accurately decommissioning all existing Mechanical equipment in the classrooms such as the ventilators. This contractor to walk and account for this work as part of the pre-bid jobwalk and in their bid amount.
- This Package to coordinate and cut all ceiling tiles as required for the new Mechanical System such as Devices, Grilles, Registers, etc.
- This Package is responsible for providing and installing all applicable new devices, equipment, ductwork and components, etc. as reflected in the Contract Documents. Coordinate this work with #FES-04 – Electrical & Low Voltage to ensure all new devices and equipment requiring power and controls are accurately accounted for to establish a complete Building Mechanical System. It is the responsibility of this package to share all pertinent information for the Electrical & Low Voltage components to all Bid Packages for a complete system of the new Mechanical.
- This package shall coordinate and assist with the layout of all conduit, sleeves, cable, drain lines, condensate lines, etc. needed for their new Mechanical components in coordination with all other trades. The #FES-04 – Electrical & Low Voltage shall install all conduits, pull wire, and connections in coordination with this Bid Package. The #FES-05 – Plumbing shall install all condensate and drain lines in coordination with this Bid Package.
- Prime Contractor to provide complete Heating, Ventilating, & Air Conditioning Systems, including but not limited to all supervision, layout, installation, fittings, fixtures, equipment, joint sealants, firestopping, sleeves, ductwork, grilles, louvers, vents, smoke seals, hangers, supports, seismic bracing/restraints markers, flashings, ductwork cleaning, insulation, testing, air balancing, training, air distribution systems, HVAC Equipment and Supports, HVAC system energy balance reporting, control conduit and wiring, control system, ductwork, fire dampers, smoke dampers, volume dampers, back-draft dampers, filters, refrigerant piping, insulation, VAV boxes, hydrostatic piping testing, system air, temperature control system and training, FCMS, etc.

- Prime Contractor to provide and install all louvers and vents including but not limited to fabrication, joint sealant, hangers, supports, connectors, screws, fasteners, mastic, adhesives, fixed metal wall louvers, etc.
- Contractor shall verify weights of all Mechanical equipment with their manufacturer prior to start of work. If different than the weights on the drawings contractor shall inform the Architect, Structural Engineer, CM prior to start of work.
- This package shall coordinate all required structural framing for the new rooftop units with the #FES-02 – General Trade Package.
- Provide and install all roof supports for ducts, pipe, and HVAC equipment including but not limited to all vertical and horizontal steel/metal components, flashing and welding of any supports as required. Quantity of supports may not be shown - it is this contractor's responsibility to include costs for all supports needed for work in this bid package.
- Prime Contractor to provide all angles for curb as well high strength welding at angles and curb attachments on the roof above concrete roof deck as required.
- This package is responsible for the start-up, testing, air-balancing, and commissioning of the new Mechanical System as required per the Contract Documents.
- Properly coordinate the locations and dimensional requirements of all work items (i.e. piping penetrations, diameter of ducts in walls & ceilings, fire rated taping or drywall, equipment, etc.) with all other Prime Contractors so that conflicts and incorrect locations are avoided. Prime Contractor is responsible to verify/coordinate the correctness of all locations, dimensions, size of equipment/fixtures/piping/ ductwork, etc., with all other trades and building components.
- Install within the duct system all duct smoke and fire detectors. Wiring and connection of the smoke/heat detectors to the fire alarm system, within the duct system, shall be the responsibility of #FES-04 – Electrical & Low Voltage Bid Package. Coordinate all work.
- Provide fire stop material and safing at all penetrations through rated walls and slabs required by this bid package to meet all code requirements. Include sealants, caulking, backer rods, fire and smoke seals, steel angles, sleeves, access doors, accessories, etc. as required for a complete installation. Include all fire barrier duct wrap with associated sealants as indicated.
- The location, configuration, size and height of all roof equipment, curbs and associated sheet metal flashings and ductwork penetrations shall be fully compatible with the roofing system and roofing manufacturer's warranty and shall be approved by the prior to installation. The design, proper sequence and installation of flashings shall be coordinated with the installation of the roofing system. The minimum height of all penetrations, curbs, platforms and equipment shall be eight (8) inches above the highest point of the finished roof surface.
- Provide all factory finishes, paint and prime coats for HVAC work as specified.
- Prior to Construction Start, a Pre-Construction Air-Flow Reading shall be performed for reference and purposes only. The system is not required to be balanced prior to construction start. Provide this report to the District and Design Team upon completion.
- Provide and install construction filters on all equipment during the construction period and initial start-up procedures. Use disposable filter media to protect construction filters during initial equipment start-up and testing. Final filters to be installed immediately preceding Owner Occupancy.
- Protect roof system during HVAC installations. Prime Contractor to pay for any damage or wear to the roof caused during its installation.
- Locate and coordinate all line (power) voltage requirements and disconnects to ensure proper placement for all conduit with the #FES-04 – Electrical & Low Voltage Bid Package.
- Locate and coordinate all roof penetrations for gas lines, condensate lines, and secondary drains/pans to ensure proper placement by the #FES-05 – Plumbing Bid Package.
- Prime Contractor to provide final cleaning of all equipment, ductwork, registers and diffusers 1 week prior to District Occupancy.
- Provide Air-Balancing in accordance with specifications and commissioning requirements.

- Provide and install temporary protection and weatherproofing of roof openings and penetrations related to HVAC equipment.
- Provide and install all motor starters for all HVAC equipment. Electrical tie-in of motor starters will be by #FES-04 – Electrical & Low Voltage Bid Package. This Prime Contractor to verify proper rotation.
- Prime Contractor to furnish and install all specified labeling, stenciling, tagging identification of equipment and all systems installed in this bid package.
- Provide conduit, sleeves and refrigerant piping including below slabs and crawl spaces.
- Oversee the start-up and commissioning of all equipment and systems provided by this Bid Package. Coordinate with all Bid Packages during troubleshooting and system start up. Perform all shut-downs and tie-ins during off hours or weekend to accommodate the District or the project schedule. Have a representative onsite during ALL testing as needed to facilitate and close out commissioning.
- Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to District.
- District will be responsible for removing the ceiling ionizers prior to start of construction. This package to ensure the proper Mechanical components as required are implemented to reinstall and deliver from the BCSD District Warehouse. Assume any coordination needed for a complete system with all Bid Packages.

❖ **Work Performed by Others (Bid Package Specific-Reference the Above):**

A. Demolition & Abatement (Bid Package #FES-01) will provide:

1. This Package shall provide all selective demolition efforts as noted in the Contract Documents. It is the responsibility of all Bid Packages to accurately coordinate all new work with the Demolition Bid Package to ensure all items are demolished and removed for a complete system.
2. This Package shall provide all necessary Hazardous Materials Abatement as noted in the YES Environmental, Inc. Summary Plan.

B. Electrical & Low Voltage (Bid Package #FES-04) will provide:

1. This package is responsible for the utility safe-off of ALL equipment utilizing electrical power and low voltage prior to demolition.
2. The #FES-04 – Electrical & Low Voltage Bid Package shall install all conduits, sleeves, pull wire, wire, cable, controls, EMS/BMS tie-ins, connections, etc. in coordination with this Bid Package.

C. Plumbing (Bid Package #FES-05) will provide:

1. This Package shall decommission/ de-energize all Mechanical equipment with any condensate, drainage, plumbing components prior to demolition.
2. This Package shall provide and install all condensate lines or drain lines as required for the new Mechanical Equipment. Coordinate all work with the Plumbing-Mechanical Bid Package for a complete system.

❖ **ALLOWANCE(S):**

▪ **Allowance #01 – Unforeseen Conditions**

Include the sum of **\$25,000.00** in your Contract Amount for the following: Unforeseen discoveries, unforeseen existing utilities investigation, necessary utility relocation, other unforeseen items not identified in the Contract Documents.

END OF SECTION



FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES
BID PACKAGE #FES-04
ELECTRICAL & LOW VOLTAGE

SCOPE OF WORK



BID PACKAGE #FES-04 **ELECTRICAL & LOW VOLTAGE** **SCOPE OF WORK**

PRIME CONTRACTOR
*(Prime must possess a **Class C-10** License)*

Spec. Section	Description	Spec. Section	Description
Division 00	Procurement and Contracting	08-31-13	Access Doors
Division 01	General Requirements	*09-29-00	Gypsum Board Assemblies
*02-41-19	Selective Demolition	*09-51-13	Acoustical Panel Ceilings
*Division 03	Concrete	*09-51-23	Acoustical Tile Ceilings
*06-10-00	Rough Carpentry	*09-77-23	Vinyl Covered Tack Board
*06-20-00	Finish Carpentry	22-00-00	Plumbing
07-27-00	Firestopping	*Division 23	Heating, Ventilating, & Air-Cond.
07-92-00	Joint Sealants	*Division 26	Electrical
*08-11-13	Standard Steel Doors & Frames	*Division 32	Exterior Improvements
*08-14-16	Flush Wood Doors		

**As applicable to work within this Bid Package.*

ATTACHMENT(S): SUMMARY OF COMPREHENSIVE ASBESTOS INSPECTION FINDINGS (YES ENVIRONMENTAL, INC.; DATED JULY 2023) – FOR REFERENCE ONLY

❖ **Electrical (Trade Specific) Scope of Work:**

- This Bid Package shall be responsible for all Electrical & Low Voltage (Data, PA, Speakers, Fire Alarm, Security, Etc.) components not specified within this scope of work yet reflected in the Contract Documents. Any questions regarding scope of work are to be addressed as part of the Pre-Bid Clarification period to be answered prior to Bid.
- Contractor to provide all permits required for this package at no cost to the District. Include preparation/submission of all paperwork (haul route maps, applications, etc.) as required by the local municipality.
- Perform exploratory investigation (minor demolition, pot-holing, or other non-destructive means) to locate exact position of existing point of connection and connect new systems accordingly. Provide all connections to the existing utility lines. Include all costs associated with locating and uncovering existing lines for system tie-ins as shows on the drawings.
- The cut and removal of all surface, floor, or site mounted items must be grinded flush or removed below finish grade for future patch back efforts as to prevent any items protruding the finish surface.
- It is the responsibility of this Bid Package to coordinate with the District and the #FES-03 – Mechanical Bid Package and their list of District purchased Owner Furnished-Contractor

Installed (OFCl) components. This list is inclusive of Mechanical (HP-1, HP-2, HP-3, EF-1, EF-2, PEF-1, and Thermostats) and Electrical Equipment (Panel HE, HF, HC, and HD). This package is responsible for ensuring all components are installed at the required locations and necessary coordination efforts for any Electrical & Low Voltage for a complete system.

- This Contractor is responsible for coordinating with the Demolition Bid Package to review all items noted to be removed and re-installed. This Contractor shall provide all necessary inventory, equipment to relocate, palletize, secure in a weathertight container, and notify the District of placement locations for confirmation.
- This Package to coordinate the demolition and new work extents of all Restroom Modernizations with the applicable Bid Packages to ensure all new exhaust fans, grilles, ductwork, electric hand dryers, insta-hot's, etc. are adequately covered as outlined in the Construction Documents for any Electrical and/or Low Voltage.
- This package is responsible to provide and install all underground utility work outlined per the Contract Documents including but not limited to: trenching, excavation, trench bottoms, install, slurry, marking tape, backfill, shading, and subgrade preparation. This Package shall coordinate the new Finish Grade Surface with Bid Package #FES-02 – General Trade who will install the required concrete or asphalt finish surface.
- Furnish and install all fire stop material at all penetrations through rated walls, ceilings and slabs required by the work to meet code requirements. Include sealants, caulking, backer rods, fire, and smoke seals, etc.
- Provide caulking and sealants between work in this contract and dissimilar finishes including, but not limited to, drywall, plaster, trim/accessories, decking, flooring, etc.
- This package is responsible for any and all items that are to be salvaged and reinstalled or returned to the owner under its respective Spec. Sections.
- This Package shall be responsible to provide and supply all components as necessary for Temporary Power to the jobsite. This package to provide at minimum (8) Spider Boxes to be evenly distributed to the jobsite for all Contractors use from the District Provided power poles and sub panel.
- Provide all temporary overhead task lighting for the building interiors as required.
- Provide all temporary water required to complete the work of this Bid Package.
- Contractor to replace all existing wall electrical outlets and switches as noted in the Plans.
- Prime Contractor is responsible to clean up and remove from site all waste generated by this work scope.
- Protect existing utilities during the course of construction for this scope of work. Prime Contractor is responsible to locate all underground utilities and expose by hand operations to assure no damage is incurred.
- Coordinate all required rough-carpentry and/or backing for Roof/Walls with all Bid Packages to properly install all Electrical Components as reflected in the Contract Documents.
- Contractor to install items plumb and level, accurately fitted from distortion of defects.
- This package is responsible for ALL fireproofing penetrations at the walls and/or ceiling spaces as required to maintain the building's fire rating per code and DSA requirements.
- Provide smokestopping, firestopping, fire barrier sealant, metal fillers, etc. as required by the Contract Documents and by code requirements.
- This Package is responsible for providing and installing all seismic bracing, hangers, anchors, splay wires, ceiling wires, trapeze systems, custom fabricated bolts, hold down bolts, hangers, shot pins, and other miscellaneous steel and/or iron shapes, coordination, layout, shot pins, testing, etc. for all new Electrical components.
- This Package shall provide and install ALL joint sealants as specified in their new work.
- Provide all layouts and coordination for Rough Carpentry, Blocking, and Backing to the #FES-02 General Trade Bid Package prior to closing up walls.
- This Package is to provide, install, and coordinate with #FES-03 - Mechanical Bid Package for all Mechanical systems that will require both line (voltage) power and controls as specified in the Contract Documents. This includes but not limited to: Thermostats, VAVs, VFDs, Disconnects, Heat Pumps, HVAC Units, Diffusers, Smoke Dampers, Fire Smoke

Dampers, Ventilators, etc. All new Mechanical Components must be thoroughly coordinated to ensure all Electrical & Low Voltage/ Controls are installed in working condition.

- Abandon in Place and/or Utility Safe-Off for all Electrical Equipment & Components a minimum of 12" below grade prior to the #FES-01 – Demolition & Abatement Bid Package begins demolition at the Classroom Interiors.
- Contractor shall de-energize and safe off all electrical services in the existing structures and buildings prior to demolition.
- Provide all necessary Utility Safe-Off/ Cutting and Capping of Existing Electrical System Components at all Chiller Yard, Site Work, and Building Areas as necessary for the #FES-01 – Demolition & Abatement Bid Package to remove all components.
- Demolish and/or remove electrical type items as depicted on Construction Documents and/or Electrical (E) drawings. Protect in place all items shown or noted to be re-installed, re-programmed, re-connected or cross connected during any phase of construction. Stack and store materials to be reused with inventory list and weather protection. Remove from the site, all demolished materials, within 5 workdays of its demolition
- This package is to provide and hand deliver all access panels in framed walls and ceilings to the #FES-02 General Trade Bid Package for installation.
- This package is responsible for accurately decommissioning all existing Mechanical equipment in the classrooms such as the ventilators. This contractor to walk and account for this work as part of the pre-bid jobwalk and in their bid amount.
- Responsible for Engineering, Surveying and layout for the scope of this work. Prime Contractor shall provide surveying and determine existing grades/elevations in order to document existing paving areas and ensure proper drainage. Prime Contractor to provide, in writing, the existing grades and elevations of the site to the Construction Manager or Owner's Representative prior to commencing work. Prime Contractor shall ensure that the new site surfaces flow and drain properly even though existing pavement may not have sufficient drainage and may cause ponding in some areas.
- Intercept existing underground electrical and low voltage conduits and extend to new pullboxes. Provide all the underground conduits, boxes, pre-cast concrete pads, and vaults as indicated in the contract documents.
- This Package to coordinate and cut all ceiling tiles as required for the new Mechanical System such as Light Fixtures, Projectors, Fire Alarm Devices, Low Voltage Devices, Wireless Access Points, Public Address Systems, Speakers, etc.
- This Package is responsible for the installation, pathways, conduits, cabling, wire, power, controls, sleeves, supports, coordination, etc. for all Mechanical components. It is the responsibility of this package to share all pertinent information for the Electrical & Low Voltage components to all Bid Packages for a complete system of the new Mechanical.
- This package shall develop a submittal shop drawings reflecting all conduits, wire, cable, controls, pathways, sleeves, penetrations, etc. to all new work as outlined in the Contract Documents. All Contractors are to review and confirm that the provided Shop Drawings are an accurate representation of the required power and low voltage components to complete this project.
- Prime Contractor to provide complete Electrical & Low Voltage Systems, including but not limited to all supervision, layout, installation, fittings, fixtures, equipment, hangers, supports, seismic bracing/restraints markers, flashings, trapeze supports, ductwork, testing, air balancing, training, air distribution systems, Equipment and Supports, commissioning, disconnects, automatic devices, control conduit and wiring, control system, thermostats, ductwork, fire dampers, smoke dampers, volume dampers, ventilators, insta-hots, water heaters, back-draft dampers, filters, refrigerant piping, VAV boxes, hydrostatic piping testing, system air, Plumbing components, Electrical components, all equipment requiring power, thermostats, FCMS, etc.
- Provide and install all roof supports for conduits, sleeves, penetrations, pipes, equipment including but not limited to all vertical and horizontal steel/metal components, flashing and welding of any supports as required. Quantity of supports may not be shown - it is this

contractor's responsibility to include costs for all supports needed for work in this bid package.

- Properly coordinate the locations and dimensional requirements of all work items (i.e. piping penetrations, diameter of ducts in walls & ceilings, fire rated taping or drywall, equipment, etc.) with all other Prime Contractors so that conflicts and incorrect locations are avoided. Prime Contractor is responsible to verify/coordinate the correctness of all locations, dimensions, size of equipment/fixtures/piping/ductwork, etc., with all other trades and building components.
- Prior to Construction Start, a Pre-Construction Meeting shall be performed for reference and purposes only. All Low Voltage Devices, Fire Alarm Systems, Security, PA/Speakers, Clocks, Light Fixtures, etc. shall be tested to verify and confirm that no pre-existing conditions will impact the new work schedule. All findings shall be provided to the District.
- Protect roof system during Electrical installations. Prime Contractor to pay for any damage or wear to the roof caused during its installation.
- This Contractor to provide and install all red-painted/coated conduit/box systems for fire alarm installations per code requirements.
- Connect all necessary electrical lines to the main electrical panel(s)/subpanels(s) as reflected in the contract documents. Energize the new or existing electrical panel(s) and/or subpanel(s) as required.
- Prime Contractor to furnish and install all specified labeling, stenciling, tagging identification of equipment and all systems installed in this bid package.
- Oversee the start-up and commissioning of all equipment and systems provided by other Bid Packages. Coordinate with all Bid Packages during troubleshooting and system start up. Perform all shut-downs and tie-ins during off hours or weekend to accommodate the District or the project schedule. Have a representative onsite during ALL testing as needed to facilitate and close out commissioning.
- All Low Voltage and Controls components including but not limited to: conduits, hangers, supports, sleeves, penetrations, cable, and terminations shall be provided and installed by this Prime Contractor to ensure all new equipment is functional. All line (power) voltage conduit and wire will be provided, installed and terminated by this package as well in coordination with all Bid Packages for complete systems.
- Provide full coordination and scope coverage with the Mechanical for smoke/fire dampers, and duct/mechanical equipment smoke detection systems.
- All other low voltage, security, data, fire alarm, signal, power, communication, lighting systems, cable and wiring, terminations and testing, etc. shall be furnished and installed by this Contractor. If it is discovered that inconsistencies or missing components exist for any other systems, then it is the sole responsibility of this Bid Package to provide and install all required conduit, power wiring (including final connections) at no additional cost for the scope defined herein.
- Provide all power and low voltage as required per the contract documents for all specialties and equipment items including but limited to projectors, projector screens, hand dryers, accessories, etc.
- This contractor to ensure all demolished and/or removed items during the course of demolition are maintained live back at the Electrical, IDF, MDF, FACP, etc. with no interruption or disruption to campus activities. Any reprogramming needed to maintain the existing condition is critical and shall be repaired same day. This contractor is to provide temporary servicing of said components shall they be deemed necessary for safety purposes by the District.
- This package shall be responsible for the selective demolition, safe-off, and de-energizing of the existing Fire Alarm system in its entirety and as clarified in the Contract Documents.
- This package is responsible for providing all Fire Watch as necessary to complete the Fire Alarm component of the new work. At no time shall the District be liable for Fire Watch. The Contractor shall have workers readily available to maintain and service the Fire Alarm panel

at a moment's notice. Any impacts as a result of lack of visual observation will be backcharged to the Contractor.

- The District has elected to allow the installation of fire alarm conduit pathways to be surface mounted at the covered walkway roofs where applicable to eliminate the need for underground trenching and campus disruptions. Contractor to coordinate with the CM Team and provide pathway submittal for review and approval from the EEOR.
- This package to test all existing electrical and low voltage prior to commencement to ensure all existing and protect-in-place items are functioning prior to start of construction. Any items not tested and not functioning during the start of this scope will need to be replaced at no additional cost to the Owner.
- Adjust all existing vaults and pull boxes in new paving areas to match new elevations and grades. This contractor is responsible for all lifts, extensions, rings, etc. to bring vaults and boxes to grade verify grade with trades including CM.
- This contractor is responsible for the review and understanding of the Classroom Equipment Procurement Schedule including but not limited to the OFCI items such as projectors, projector screens, and Google chrome carts. This also includes the review and understanding of the CFCI items including but not limited to media controllers, amplifiers, speakers, microphones, AV enclosures, microphone receivers, system cabling, and raceways. Coordination between CM and Owner is to properly take place along with material buy-out to the storage of said components per the contract documents.
- Contractor to install all new Fire Alarm infrastructure (underground, overhead, and surface mounted) as noted in the Contract Documents.
- Contractor to install all Low Voltage infrastructure, Communication and Security (underground, overhead, and surface mounted) as noted in the Contract Documents.
- Contractor to install all Electrical (underground, overhead, and surface mounted) as noted in the Contract Documents.
- All single line and electrical drawings and diagrams are schematic in nature and actual locations of fixtures and routing of conduit and wiring will vary due to actual project conditions. Include all necessary relocations and re-routing as required for a complete and functional system.
- At the commencement of construction, this package shall coordinate a meeting with all trades that require electrical power. All items and equipment shall be verified for voltage, amperage, phase, location, orientation, space requirements, type of connection, starter and disconnect locations and provisions, control system operation, etc. Any discrepancies shall be brought to the attention of the architect.
- Contractor is responsible for maintaining electrical and low voltage systems to all rooms **not** under construction that are affected from any shutdowns or interruptions. This may include the addition of temporary systems. All rooms not under construction must have functional electrical and low voltage systems including building communications. There is a low voltage server room that will need to have power to it at all times through this project. Provide a 72-Hour Notice for all Anticipated Shut Downs to CM.
- Contractor will be responsible for the removal and replacement of all branch wiring as required. Note: This item may not be shown on the plans or in the specifications.
- Contractor to provide complete On-Site Electrical Underground Utility Systems including but not limited to underground data and power conduit distribution, on-site Lighting, pull boxes, vaults, manholes, power transformer pad, ballast and pipe bollards, Primary power conduits from Utility POC, Secondary power feeds and connections, pull rope, equipment slab boxes, cabling, wiring, anchorage and other materials as required for the complete distribution from Off Site Utility Service POC to buildings.
- Contractor is to provide complete Building Electrical Systems including but not limited to all general electrical requirements, electrical acceptance and other required system testing and reports, power service and distribution systems, conductors, wiring devices, outlet boxes, pull boxes and wire-ways, terminal cabinets, floor boxes and ducts, switchboards, panel-boards, exit signs, feeders, motor control centers, identifications, circuit breakers, electrical

grounding systems, transformers, distribution switchboards, switches, branch circuit wiring and equipment, wiring devices and plates, lighting systems, raceways, wiring and disconnect switches for equipment provided by others, hangers, anchors, sleeves, etc.

- Contractor shall notify all local utility companies including but not limited to the Local Water/ Electricity/ Gas/ Telephone Companies as required for the new extents of all Plumbing work. All excavation work shall be approved by all utility companies to assure prevention of interruption of existing services prior to start of work.
- Contractor to include removal of all soil spoils generated by this Bid Package. Obtain approval for all import soil and backfill materials from the District's Soils Testing Consultant prior as required. No stockpiling of dirt shall be allowed adjacent to buildings or near footings. All unused soil stockpiles are to be removed from the campus once backfilled.
- Include redressing of On-Site grades (ruts, low spots, soft spots, etc.) caused from rain, erosion and Contractor work traffic until completion of this bid package. Contractor shall protect all areas subject to erosion and flooding, and provide immediate and ongoing dewatering of work areas. Install temporary soil berms along top perimeter of all sloped excavations and trenches to prevent water run-off into excavated areas.
- Provide hook-up of all electrical required for equipment supplied by others.
- Install and wire all light fixtures in ceiling grids and other areas per the Contract Documents.
- This package is responsible for the utility safe-off of ALL equipment utilizing electrical power and low voltage including but not limited to disconnecting of all electrical devices/fixtures, mechanical equipment/devices, plumbing equipment/devices, etc. prior to demolition. Provide protection of or all fixtures, panels, equipment, and transformers that remain for Re-use.
- This Bid Package shall install all conduits, sleeves, pull wire, wire, boxes cable, controls, EMS/BMS tie-ins, connections, terminations, testing, etc. in coordination with the Mechanical Bid Package.
- District will be responsible for removing the ceiling ionizers prior to start of construction. This package to ensure the proper electrical and controls components are in place for the reinstallation effort. Assume any coordination needed for a complete system with all Bid Packages.

❖ **Work Performed by Others (Bid Package Specific-Reference the Above):**

A. Demolition & Abatement (Bid Package #FES-01) will provide:

1. This Package shall provide all selective demolition efforts as noted in the Contract Documents. It is the responsibility of all Bid Packages to accurately coordinate all new work with the Demolition Bid Package to ensure all items are demolished and removed for a complete system.
2. This Package shall provide all necessary Hazardous Materials Abatement as noted in the YES Environmental, Inc. Summary Plan.

B. Mechanical (Bid Package #FES-03) will provide:

1. This package is responsible for the coordination of ALL equipment utilizing Electrical and Low Voltage. All new Mechanical Components must be thoroughly coordinated to ensure all Electrical & Low Voltage/ Controls are installed in working condition.

❖ **ALLOWANCE(S):**

▪ **Allowance #01 – Unforeseen Conditions**

Include the sum of **\$50,000.00** in your Contract Amount for the following: Unforeseen discoveries, unforeseen existing utilities investigation, necessary utility relocation, other unforeseen items not identified in the Contract Documents.

END OF SECTION



FREMONT ELEMENTARY SCHOOL

CAMPUS HVAC SYSTEM UPGRADES

BID PACKAGE #FES-05

PLUMBING & SITE UTILITIES

SCOPE OF WORK



BID PACKAGE #FES-05
PLUMBING & SITE UTILITIES
SCOPE OF WORK

PRIME CONTRACTOR
*(Prime must possess a **Class C-36** License)*

Spec. Section	Description	Spec. Section	Description
Division 00	Procurement and Contracting	08-31-13	Access Doors
Division 01	General Requirements	*09-29-00	Gypsum Board Assemblies
*02-41-19	Selective Demolition	*09-30-00	Ceramic Tile
*Division 03	Concrete	*10-21-13	Toilet Compartments
*06-10-00	Rough Carpentry	*10-28-00	Toilet & Bath Accessories
*06-40-00	Interior Architectural Woodwork	22-00-00	Plumbing
*06-41-00	Solid Polymer Fabrications	*Division 23	Heating, Ventilating, & Air-Cond.
07-27-00	Firestopping	*Division 26	Electrical
07-92-00	Joint Sealants	*Division 32	Exterior Improvements

**As applicable to work within this Bid Package.*

ATTACHMENT(S): SUMMARY OF COMPREHENSIVE ASBESTOS INSPECTION FINDINGS (YES ENVIRONMENTAL, INC.; DATED JULY 2023) – FOR REFERENCE ONLY

❖ **Plumbing (Trade Specific) Scope of Work:**

- This Bid Package shall be responsible for all Plumbing components not specified within this scope of work yet reflected in the Contract Documents. Any questions regarding scope of work are to be addressed as part of the Pre-Bid Clarification period to be answered prior to Bid.
- Contractor to provide all permits required for this package at no cost to the District. Include preparation/submission of all paperwork (haul route maps, applications, etc.) as required by the local municipality.
- The cut and removal of all surface, floor, or site mounted items must be grinded flush or removed below finish grade for future patch back efforts as to prevent any items protruding the finish surface.
- It is the responsibility of this Bid Package to coordinate with the District and their list of purchased Owner Furnished-Contractor Installed (OFCI) components. This list is inclusive of Mechanical Units and Vibration Isolation Curbs. It is the responsibility of this Bid Package to ensure that all materials, labor, and equipment is captured in their bid to for ensuring all components are installed at the required locations and necessary

coordination efforts are made with all Bid Packages such as drainage and condensate lines.

- This Contractor is responsible for coordinating with the Demolition Bid Package to review all items noted to be removed and re-installed. This Contractor shall provide all necessary inventory, equipment to relocate, palletize, secure in a weathertight container, and notify the District of placement locations for confirmation.
- This Package to coordinate the demolition and new work extents of all Restroom Modernizations with the applicable Bid Packages to ensure all new lavatories, sinks, carriers, fixtures, urinals, drains, mountings, connections, drain covers, etc. are adequately covered as outlined in the Construction Documents. Include the removal and replacement (in-kind) of all existing restroom floor drain top grates in the restrooms as reflected in the Contract Documents.
- This package is responsible for any hot-tap connections in conjunction with this Bid Package.
- Prime Contractor to verify the exact location and finish height of each floor and drain/sink in the interior rooms and exterior areas of the building before installation. Each drain shall be fully compatible and appropriate with the waterproofing systems and thickness of the composite floor materials. The location of the drains shall be properly placed, both symmetrically and as required to avoid conflict with all other building components, i.e. toilet partitions, supports, cabinetry, equipment etc. Coordinate all drains with the #FES-07 – Ceramic Tile Bid Package to ensure adequate drainage at the time of flooring installation.
- This package shall coordinate and provide layout to the #FES-07 – Ceramic Tile Bid Package for all Restroom Upgrade work pertaining to the Plumbing package. All new finishes shall be thoroughly coordinated for proper elevations, heights, drainage, etc.
- Prime Contractor must protect all plumbing rough-ins, floor drains and sinks prior to concrete placement and must be present during the concrete placement to observe and repair items as required.
- Where pipe sizes are not indicated and size is not apparent, request clarification from the Plumbing Engineer prior to proceeding. Include in the contact amount, pipe sized per similar piping and per applicable code requirements.
- Provide drinking fountains and all associated appurtenances including final connection to site water, sewer, drywells for fountains.
- This package is fully responsible for all components required complete Drywell systems as indicated in the Contract Documents.
- Provide all waste line clean-outs as required by code, the contract documents and as required to provide proper access to all points of the system. This Bid Package is responsible for providing their Builder's Risk Insurance Policy for the project duration.
- This package is responsible to provide and install all underground utility work outlined per the Contract Documents including but not limited to: trenching, excavation, soils bottom compaction, utility installations, backfill, shading, and subgrade preparation. This Package shall coordinate the new Finish Grade Surface with Bid Package #FES-02 – General Trade who will install the required concrete or asphalt finish surface.
- Furnish and install all fire stop material at all penetrations through rated walls, ceilings and slabs required by the work to meet code requirements. Include sealants, caulking, backer rods, fire, and smoke seals, etc.
- Provide caulking and sealants between work in this contract and dissimilar finishes including, but not limited to, drywall, plaster, trim/accessories, decking, flooring, etc.
- This package is responsible for any and all items that are to be salvaged and reinstalled or returned to the owner under its respective Spec. Sections.
- Include in this package storage of all materials in a weather-tight container with multiple moves as needed for the project schedule to continue. The district will not pay storage fees so this package must make all necessary accommodations to ensure all material is safe and free of damage or will need to be replaced at no additional charge.

- Provide all extension cords or temporary power components for this package.
- Provide all temporary water required to complete the work of this Bid Package.
- This Package shall be responsible for holding Pre-Work Conference Meetings with all Bid Packages to coordinate the new work to be installed.
- Prime Contractor is responsible to clean up and remove from site all waste generated by this work scope.
- Coordinate all required rough-carpentry and/or backing with all Bid Packages to properly install all Plumbing components as reflected in the Contract Documents.
- Contractor to install items plumb and level, accurately fitted from distortion of defects.
- This package is responsible for ALL fireproofing penetrations at the walls and/or ceiling spaces as required to maintain the building's fire rating per code and DSA requirements.
- Provide smokestopping, firestopping, fire barrier sealant, metal fillers, etc. as required by the Contract Documents and by code requirements.
- This Package is responsible for providing and installing all seismic bracing, hangers, anchors, splay wires, trapeze systems, coordination, layout, shot pins, testing, etc. for all new Plumbing components.
- This Package shall provide and install ALL joint sealants as specified in their new work.
- Coordinate all dimensions, layout, openings, cutsheets, requirements, etc. for wall openings framing for the new Plumbing components with the #FES-02 – General Trade Bid Package.
- It is the responsibility of this package to field verify exact ceiling space available for routing of new work prior to start of work as well as confirming adequate roof framing for any supports as required.
- This contractor to coordinate, provide, and install all rough hardware, bent or otherwise custom fabricated bolts, hold down bolts, hangers, and other miscellaneous steel and/or iron shapes, or any other fasteners that is required.
- Abandon in Place and Utility Safe-Off all Plumbing items a minimum of 12" below grade prior to the #FES-01 – Demolition & Abatement Bid Package begins demolition.
- Provide all necessary Cutting and Capping of ALL Plumbing items at the Chiller Yard as necessary for the #FES-01 – Demolition & Abatement Bid Package to remove all components.
- This package is to provide and hand deliver all access panels in framed walls and ceilings to the #FES-02 General Trade Bid Package for installation.
- This package is responsible for accurately deenergizing all existing Mechanical equipment of their Plumbing components (chilled water lines) to the classrooms such as the ventilators. This contractor to walk and account for this work as part of the pre-bid jobwalk and in their bid amount.
- Responsible for Engineering, Surveying and layout for the scope of this work. Prime Contractor shall provide surveying and determine existing grades/elevations in order to document existing paving areas and ensure proper drainage. Prime Contractor to provide, in writing, the existing grades and elevations of the site to the Construction Manager or Owner's Representative prior to commencing work. Prime Contractor shall ensure that the new site surfaces flow and drain properly even though existing pavement may not have sufficient drainage and may cause ponding in some areas.
- This package shall coordinate/layout and install all drain lines and condensate lines for the new Mechanical System in coordination with all other trades.
- Plumbing contractor shall field verify the locations and invert elevations of all existing utility lines prior to start of work. Necessary adjustments to the plumbing layout shall be done at no extra cost.
- All plumbing work shall be coordinated with the work of other trades. Necessary adjustments shall be made at no extra cost.
- Plumber to provide valves at the following locations but not limited to: Water main shut off in valve box, Valve with hose connection on down downstream side of the Main shut

of valve, shut-off valve on each supply to each fixture and equipment item not provided with control stop or other auxiliary shut off valve.

- All vent terminations at the roof shall be at least 10 feet away from outside air intakes, operable windows, and building openings.
- Fill cracks between fixtures, walls, floor, with silicone rubber sealant for a water-tight system.
- Locate, size, and install all water hammer arresters in accordance with plumbing and drainage institute standard.
- Prime Contractor to provide complete new Plumbing systems as outlined in the contract documents including but not limited to: Gas, Sewer, Water, Storm Drain, etc.
- All new Plumbing work within this scope shall provide and install all piping, fittings, couplings, stops, valves, valve boxes, protective wraps, insulation, hose bibbs, fixtures, equipment and trims, air chambers, temperature and pressure relief valves, gas pressure reducing valves, reducer valves, dielectric fittings of dissimilar metals, floor/ceiling and wall plates, access doors, joint sealants, sleeves, hangers, supports, bracing, sleeves, permits, hammer arrestors, chlorination, anchors, markers, cleaning, testing, final connections to fixtures and equipment, final connection to Existing Utilities, etc. and as required to make a complete and operating Plumbing system in accordance with all applicable codes, specifications and Contract Documents.
- Prime Contractor to provide complete underground Plumbing systems including all layout, piping, fitting, couplings, in-building risers, marking tape, valves, yard boxes, drains, misc. assemblies, testing, cleaning, earthwork, bedding, trenching, compaction, concrete and thrust blocks, slurry, anchors, encasements, tap connections, terminations, final connections to Off-Site Utilities, Disinfection and Bacterial Testing in compliance with the jurisdictional Health & Water Departments, etc. This Prime Contractor is responsible for final connection of the existing domestic water.
- This Prime Contractor is responsible for providing and installing all new classroom sinks in the casework as outlined in the contract documents.
- Contractor shall notify all local utility companies including but not limited to the Local Water/ Electricity/ Gas/ Telephone Companies as required for the new extents of all Plumbing work. All excavation work shall be approved by all utility companies to assure prevention of interruption of existing services prior to start of work.
- This package is responsible for the start-up & testing of the new Plumbing System as required per the Contract Documents.
- Perform exploratory investigation (minor demolition, pot-holing, or other non-destructive means) to locate exact position of existing point of connection and connect new systems accordingly. Provide all connections to the existing utility lines. Include all costs associated with locating and uncovering existing lines for system tie-ins as shows on the drawings.
- Safe-off and cap all water, sewer, storm drain, and gas lines to make area safe prior to demolition. Provide protection for all fixtures and lines that remain for Re-use and Re-route.
- Furnish and install protective insulation/covering over all exposed fixture piping, valves and under fixtures as required by the contract documents and applicable codes.
- Prime Contractor to “snake” clear all building drain and sewer lines prior to owner occupancy.
- Locate, coordinate, provide, and install all roof work for gas lines, condensate lines, and secondary drains/pans, penetrations, patchbacks to ensure proper placement for the #FES-03 – Mechanical Bid Package.
- Provide refrigerant piping including below slabs and crawl spaces as required.
- Chlorinate all new Domestic Water lines prior to building turnover. Provide report to the Owner.

- Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to District.
- Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

❖ **Work Performed by Others (Bid Package Specific-Reference the Above):**

A. Demolition & Abatement (Bid Package #FES-01) will provide:

1. This Package shall provide all selective demolition efforts as noted in the Contract Documents. It is the responsibility of all Bid Packages to accurately coordinate all new work with the Demolition Bid Package to ensure all items are demolished and removed for a complete system.
2. This Package shall provide all necessary Hazardous Materials Abatement as noted in the YES Environmental, Inc. Summary Plan.

B. Mechanical (Bid Package #FES-03) will provide:

1. This package is responsible for all new OFCI Rooftop Units. All new Mechanical Components must be thoroughly coordinated to ensure all Plumbing items are installed in working condition.

❖ **ALLOWANCE(S):**

▪ **Allowance #01 – Unforeseen Conditions**

Include the sum of **\$25,000.00** in your Contract Amount for the following: Unforeseen discoveries, unforeseen existing utilities investigation, necessary utility relocation, other unforeseen items not identified in the Contract Documents.

END OF SECTION



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

**BID PACKAGE #FES-06
CARPET**

SCOPE OF WORK



BID PACKAGE #FES-06
CARPET
SCOPE OF WORK

PRIME CONTRACTOR
*(Prime must possess a **Class C-15** License)*

Spec. Section	Description		Spec. Section	Description
Division 00	Procurement and Contracting		*08-31-13	Access Doors
Division 01	General Requirements		09-65-13	Resilient Wall Base & Accessor.
*02-41-19	Selective Demolition		09-68-13	Carpet Tile
*Division 03	Concrete			

**As applicable to work within this Bid Package.*

ATTACHMENT(S): SUMMARY OF COMPREHENSIVE ASBESTOS INSPECTION FINDINGS (YES ENVIRONMENTAL, INC.; DATED JULY 2023) – FOR REFERENCE ONLY

❖ **Floor Coverings (Trade Specific) Scope of Work:**

- This Bid Package shall be responsible for all new Floor Finish components not specified within this scope of work yet reflected in the Contract Documents. Any questions regarding scope of work are to be addressed as part of the Pre-Bid Clarification period to be answered prior to Bid.
- Contractor to coordinate and participate in the Pre-Demolition Conference with the Demolition Bid Package to review all new installation work with Construction Manager, Inspector of Record, Owner, and all Bid Packages to ensure demolition efforts are met for new work to be installed by this Bid Package.
- Contractor to install items plumb and level, accurately fitted from distortion of defects.
- Coordinate all dimensions, layout, openings, cutsheets, requirements, etc. for wall/floor openings that will require carpet patchbacks for a complete system.
- This Package is fully responsible to provide and install a new and complete Carpet Tile systems as reflected in the Contract Documents. This includes but not limited to: Material, Labor, Equipment, Wall Base, Underlayments, Thresholds, Adhesives, Mastics, Accessories, Heavy Duty Entrance Carpet Tiles @ Each Classroom, Vinyl, Cove Base, Floor Prep, Ardex and/or Self-Leveling Compounds, Moisture Testing, etc.
- It is the responsibility of this package to perform all required Moisture Testing with results submitted to the District. Should any curing be required as a result of the results, it is the responsibility of this package to make all accommodations necessary for the new flooring or wall finishes.

- Contractor will protect all finish surfaces per Contract Documents & Finish Schedules. All costs associated with any repair of finish surfaces related to damage, staining, scuffing, spills, etc. caused by this Contractor shall be the sole responsibility of this Contractor.
- Include in this package storage of all materials in a weather-tight container with multiple moves as needed for the project schedule to continue. The district will not pay storage fees so this package must make all necessary accommodations to ensure all material is safe and free of damage or will need to be replaced at no additional charge.
- Provide all extension cords or temporary power components for this package.
- This Package shall be responsible for holding Pre-Work Conference Meetings with all Bid Packages to coordinate the new work to be installed.
- This Contractor shall designate a foreman or supervisor for this Project to coordinate with all work forces, material deliveries and Contractors of this Prime Contractor. The foreman or supervisor must be fluent in the English language.
- Provide all Submittals/RFIs/Shop Drawings/Cutsheets for this package and provide to all Bid Packages as needed for coordination of a complete system.
- Any expedited cost or storage cost to have project materials available in conjunction with construction will be part of this Contractor's responsibility and all delivery cost associated with materials.
- Prime Contractor will walk the site with the Construction Manager or Owner's Representative to establish existing conditions prior to commencing work. Prior to commencing work all existing damage shall be photographed, logged and given to the Construction Manager or Owner's Representative. Prime Contractor will remedy any damage resulting from Prime Contractor's work.
- Prime Contractor is responsible to clean up and remove from site all waste generated by this work scope.
- Prime Contractor may be required to perform "out of sequence" work to satisfy phasing and school operations with multiple crews at the direction of the CM.

❖ **Work Performed by Others (Bid Package Specific-Reference the Above):**

A. Demolition & Abatement (Bid Package #FES-01) will provide:

1. This Package shall provide all selective demolition efforts as noted in the Contract Documents. It is the responsibility of all Bid Packages to accurately coordinate all new work with the Demolition Bid Package to ensure all items are demolished and removed for a complete system.
2. This Package shall provide all necessary Hazardous Materials Abatement as noted in the YES Environmental, Inc. Summary Plan.

END OF SECTION



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

**BID PACKAGE #FES-07
CERAMIC TILE**

SCOPE OF WORK



BID PACKAGE #FES-07
CERAMIC TILE
SCOPE OF WORK

PRIME CONTRACTOR
*(Prime must possess a **Class C-54** License)*

Spec. Section	Description		Spec. Section	Description
Division 00	Procurement and Contracting		09-30-00	Ceramic Tile
Division 01	General Requirements		*10-21-13	Toilet Compartments
*02-41-19	Selective Demolition		*10-28-00	Toilet & Bath Accessories
*Division 03	Concrete		*Division 22	Plumbing
07-92-00	Joint Sealants		*Division 26	Electrical
*08-31-13	Access Doors			

**As applicable to work within this Bid Package.*

ATTACHMENT(S): SUMMARY OF COMPREHENSIVE ASBESTOS INSPECTION FINDINGS (YES ENVIRONMENTAL, INC.; DATED JULY 2023) – FOR REFERENCE ONLY

❖ **Floor Coverings (Trade Specific) Scope of Work:**

- This Bid Package shall be responsible for all Floor and Wall Finish components not specified within this scope of work yet reflected in the Contract Documents. Any questions regarding scope of work are to be addressed as part of the Pre-Bid Clarification period to be answered prior to Bid.
- Contractor to coordinate and participate in the Pre-Demolition Conference with the Demolition Bid Package to review all new installation work with Construction Manager, Inspector of Record, Owner, and all Bid Packages to ensure demolition efforts are met for new work to be installed by this Bid Package.
- Contractor shall repair or replace any existing or new construction that is damaged from water intrusion due to failure of required weather protection at contractor’s expense.
- At the end of each working day and at completion of work, all Contractors are to remove all materials, supplies and debris as generated by their scope of work. Leave each area in a clean and acceptable condition. Failure to do so will result in the Construction Manager directing failed clean-up efforts with a 48-hour minimum correction by the Contractor and will backcharge this Prime Contractor all costs associated with the clean-up at no charge to the District.
- Prime Contractor is responsible for protecting all adjacent surfaces and improvements from damage caused in the performance of this work. Prime Contractor shall be responsible for all costs associated with the replacement, repair or restoration to equal

or better condition, of any damaged building or site improvements caused in the performance of this work.

- Prime Contractor will walk the site with the Construction Manager or Owner's Representative to establish existing conditions prior to commencing work. Prior to commencing work all existing damage shall be photographed, logged and given to the Construction Manager or Owner's Representative. Prime Contractor will remedy any damage resulting from Prime Contractor's work.
- The cut and removal of all surface, floor, or site mounted items must be grinded flush or removed below finish grade for future patch back efforts as to prevent any items protruding the finish surface.
- This Contractor is responsible for coordinating with the Demolition Bid Package to review all items noted to be removed and re-installed. This Contractor shall provide all necessary inventory, equipment to relocate, palletize, secure in a weathertight container, and notify the District of placement locations for confirmation.
- This Package to coordinate the demolition and new work extents of all Restroom Modernizations with the applicable Bid Packages to ensure all new lavatories, sinks, carriers, drains, hand dryers, mirrors, drain covers, etc. are adequately patchbacked as outlined in the Construction Documents.
- Contractor to verify the exact location and finish height of each floor and drain/sink in the restrooms. Each drain shall be fully compatible and appropriate with the waterproofing systems and thickness of the composite floor materials. The location of the drains shall be properly placed, both symmetrically and as required to avoid conflict with all other building components, i.e. toilet partitions, supports, cabinetry, equipment etc. Coordinate all drains with the #FES-05 – Plumbing Bid Package to ensure adequate drainage at the time of flooring installation.
- Provide caulking and sealants between work in this contract and dissimilar finishes.
- Include in this package storage of all materials in a weather-tight container with multiple moves as needed for the project schedule to continue. The district will not pay storage fees so this package must make all necessary accommodations to ensure all material is safe and free of damage or will need to be replaced at no additional charge.
- Provide all extension cords or temporary power components for this package.
- Patch all removed Restroom accessories/ fixtures/ specialties that fall on a wall tile to match adjacent surfaces.
- This Package shall be responsible for holding Pre-Work Conference Meetings with all Bid Packages to coordinate the new work to be installed.
- This Contractor shall designate a foreman or supervisor for this Project to coordinate with all work forces, material deliveries and Contractors of this Prime Contractor. The foreman or supervisor must be fluent in the English language.
- Provide all Submittals/RFIs/Shop Drawings/Cutsheets for this package and provide to all Bid Packages as needed for coordination of a complete system.
- Any expedited cost or storage cost to have project materials available in conjunction with construction will be part of this Contractor's responsibility and all delivery cost associated with materials.
- Prime Contractor is responsible to clean up and remove from site all waste generated by this work scope. Include proper waste disposal containers for disposal.
- Prime Contractor may be required to perform "out of sequence" work to satisfy phasing and school operations with multiple crews at the direction of the CM.
- Contractor to install items plumb and level, accurately fitted from distortion of defects.
- This Package shall provide and install ALL joint sealants as specified in their new work.
- Coordinate all dimensions, layout, openings, cutsheets, requirements, etc. for wall/floor openings that will require Ceramic Tile patchbacks for a complete system.
- This package is to provide and install all new Ceramic Tile finish systems for all access panels in framed walls. Coordinate with ALL Bid Packages for a complete system.

- All new work shall be coordinated with the work of other trades prior to start of work. Necessary adjustments shall be made at no extra cost.
- Fill cracks between fixtures, walls, floor, with silicone rubber sealant for a water-tight system.
- This package shall patch all holes in the Restroom at the Ceramic Tile Locations from any accessories, fixtures, specialties, etc. items that are removed during the selective demolition process.
- This package is fully responsible for all Unglazed Ceramic Mosaic Tile (UCMT) as reflected in the Contract Documents.
- This Package is fully responsible to provide and install a new and complete Ceramic Tile system as reflected in the Contract Documents. This includes but not limited to: Material, Labor, Equipment, Wall Base, Adhesives, Grout, Mortar Beds, Drainage, UCMT, Reinforcement Mesh, Waterproofing Membranes, Cleavage Membranes, Coated Glass Mat Water-Resistant Gypsum Tile Backer Board, Latex - Portland Cement Mortar Bond Coats, Cement Boards or Durock Cement Boards, Fasteners, Screws, Thin Set Tiles, Accessories, Patchbacks, Mudset GWT, Scratch Coats, Bullnose GWT Trims, Bond Coats, Cove Base, Floor Prep, Ardex and/or Self-Leveling Compounds, Moisture Testing, etc.
- Provide and install all Glazed Wall Tiles as reflected in the Demolition Plans and Contractor Documents. This includes but not limited to: Material, Labor, Equipment, Wall Base, Adhesives, Grout, Mortar Beds, Drainage, Reinforcement Mesh, Waterproofing Membranes, Cleavage Membranes, Coated Glass Mat Water-Resistant Gypsum Tile Backer Board, Latex - Portland Cement Mortar Bond Coats, Cement Boards or Durock Cement Boards, Fasteners, Screws, Thin Set Tiles, Accessories, Patchbacks, Mudset GWT, Scratch Coats, Bullnose GWT Trims, Bond Coats, Cove Base, Floor Prep, Self-Leveling Compounds, Moisture Testing, etc.
- Any work affecting public paths of travel during the school year must be done after school hours or on Saturday to avoid path of travel disruptions.
- It is the responsibility of this package to perform all required Moisture Testing with results submitted to the District. Should any curing be required as a result of the results, it is the responsibility of this package to make all accommodations necessary for the new flooring or wall finishes.

❖ **Work Performed by Others (Bid Package Specific-Reference the Above):**

A. Demolition & Abatement (Bid Package #FES-01) will provide:

1. This Package shall provide all selective demolition efforts as noted in the Contract Documents. It is the responsibility of all Bid Packages to accurately coordinate all new work with the Demolition Bid Package to ensure all items are demolished and removed for a complete system.
2. This Package shall provide all necessary Hazardous Materials Abatement as noted in the YES Environmental, Inc. Summary Plan.

B. General Trade (Bid Package #FES-02) will provide:

1. All Restroom accessories will be installed by this package. Coordinate all new flooring and wall finishes accordingly.

C. Plumbing (Bid Package #FES-05) will provide:

1. This package to provide and install all new Plumbing components to the Restrooms (fixtures, lavatories, sinks, etc.). Coordinate all new flooring and wall finishes accordingly.

END OF SECTION

EXISTING CONDITIONS

36. Summary

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

37. Reports and Information on Existing Conditions

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

38. Use of Information

- a. Information regarding existing conditions was obtained only for use of District and its consultants, contractors, and tenants for planning and design and is **not** part of the Contract Documents.

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

39. Investigations/Site Examinations

- a. Before submitting a bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior approval.

END OF DOCUMENT



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

**BID PACKAGE #FES-01
DEMOLITION & ABATEMENT**

**00 41 13
BID FORM & PROPOSAL**

BID FORM AND PROPOSAL
BID PACKAGE: #FES-01 – DEMOLITION & ABATEMENT

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

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 22213.00-26, for the following project known as:

Fremont Elementary School – Campus HVAC System Upgrades

(“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars \$ _____
BASE BID
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i>

Additive Alternates:

Additive Alternate #01 – Doors, Windows, and Frames Demolition

_____ dollars \$ _____
Additive/Deductive
This Bid Package to include Additive Alternate #01 to add the Demolition component to the existing Doors, Door Frames, Windows, Window Frames, and Abatement as specified in the Contract Documents. The District shall review all Alternates after Bids are opened and select which to proceed.

Additive Alternate #02 – Casework Demolition

_____ dollars \$ _____
Additive/Deductive
This Bid Package to include Additive Alternate #02 to add the Demolition component to the existing Casework and Abatement as specified in the Contract Documents. The District shall review all Alternates after Bids are opened and select which to proceed.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

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

Task/Work	Allowance Value
Allowance #01 – Unforeseen Conditions (Ref. Div 01s)	\$25,000.00
Total Allowance Value	\$25,000.00

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

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

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

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

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

10. Bidder acknowledges that the license required for performance of the Work is a _____ license.
11. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

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

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

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

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

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

**BID PACKAGE #FES-02
GENERAL TRADE**

**00 41 13
BID FORM & PROPOSAL**

BID FORM AND PROPOSAL
BID PACKAGE: #FES-02 – GENERAL TRADE

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

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 22213.00-26, for the following project known as:

Fremont Elementary School – Campus HVAC System Upgrades

(“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars	\$ _____
BASE BID	
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i>	

Additive Alternates:

Additive Alternate #01 – Doors, Windows, and Frames

_____ dollars	\$ _____
Additive/Deductive	
This Bid Package to include Additive Alternate #01 to add in their scope the New Doors, Door Frames, Windows, and Window Frames in its entirety as specified in the Contract Documents. The District shall review all Alternates after Bids are opened and select which to proceed.	

Additive Alternate #02 – Door Hardware

_____ dollars	\$ _____
Additive/Deductive	
This Bid Package to include Additive Alternate #02 to add in their scope the Demolition and New Door Hardware in its entirety as specified in the Contract Documents. The District shall review all Alternates after Bids are opened and select which to proceed.	

Additive Alternate #03 – Casework

_____ dollars	\$	_____
Additive/Deductive		
This Bid Package to include Additive Alternate #03 to add in their scope the New Casework in its entirety as specified in the Contract Documents. The District shall review all Alternates after Bids are opened and select which to proceed.		

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

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

Task/Work	Allowance Value
Allowance #02 – Unforeseen Conditions (Ref. Div 01s)	\$75,000.00
Total Allowance Value	\$75,000.00

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

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). Any unused Allowance or unused portion thereof shall be deducted from the Contract Price to the benefit of the District.

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

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

10. Bidder acknowledges that the license required for performance of the Work is a _____ license.

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

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

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

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

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

**BID PACKAGE #FES-03
MECHANICAL**

**00 41 13
BID FORM & PROPOSAL**

BID FORM AND PROPOSAL
BID PACKAGE: #FES-03 – MECHANICAL

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

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 22213.00-26, for the following project known as:

Fremont Elementary School – Campus HVAC System Upgrades

(“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

<p style="text-align: right; margin-bottom: 0;">_____ dollars \$ _____</p> <p><i>BASE BID</i></p> <p><i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i></p>

Alternates:

Not applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

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

Task/Work	Allowance Value
Allowance #03 – Unforeseen Conditions (Ref. Div 01s)	\$25,000.00
Total Allowance Value	\$25,000.00

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

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). Any unused Allowance or unused portion thereof shall be deducted from the Contract Price to the benefit of the District.

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

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

10. Bidder acknowledges that the license required for performance of the Work is a _____ license.

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

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

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

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

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

**BID PACKAGE #FES-04
ELECTRICAL & LOW VOLTAGE**

**00 41 13
BID FORM & PROPOSAL**

BID FORM AND PROPOSAL
BID PACKAGE: #FES-04 – ELECTRICAL & LOW VOLTAGE

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

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 22213.00-26, for the following project known as:

Fremont Elementary School – Campus HVAC System Upgrades

(“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars \$ _____
<i>BASE BID</i>
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i>

Alternates:

Not applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

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

Task/Work	Allowance Value
Allowance #04 – Unforeseen Conditions (Ref. Div 01s)	\$50,000.00
Total Allowance Value	\$50,000.00

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

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). Any unused Allowance or unused portion thereof shall be deducted from the Contract Price to the benefit of the District.

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

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

10. Bidder acknowledges that the license required for performance of the Work is a _____ license.

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

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

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

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

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

**BID PACKAGE #FES-05
PLUMBING & SITE UTILITIES**

**00 41 13
BID FORM & PROPOSAL**

BID FORM AND PROPOSAL
BID PACKAGE: #FES-05 – PLUMBING & SITE UTILITIES

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

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 22213.00-26, for the following project known as:

Fremont Elementary School – Campus HVAC System Upgrades

(“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars \$ _____
<i>BASE BID</i>
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i>

Alternates:

Not applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

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

Task/Work	Allowance Value
Allowance #05 – Unforeseen Conditions (Ref. Div 01s)	\$25,000.00
Total Allowance Value	\$25,000.00

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

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). Any unused Allowance or unused portion thereof shall be deducted from the Contract Price to the benefit of the District.

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

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

10. Bidder acknowledges that the license required for performance of the Work is a _____ license.

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

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

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

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

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

**BID PACKAGE #FES-06
CARPET**

**00 41 13
BID FORM & PROPOSAL**

BID FORM AND PROPOSAL
BID PACKAGE: #FES-06 – CARPET

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

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 22213.00-26, for the following project known as:

Fremont Elementary School – Campus HVAC System Upgrades

(“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars \$ _____
<i>BASE BID</i>
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i>

Deductive Alternates:

Not applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

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

Task/Work	Allowance Value
Not Applicable	N/A
Total Allowance Value	N/A

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

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive (“AED”). Any unused Allowance or unused

portion thereof shall be deducted from the Contract Price to the benefit of the District.

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

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

10. Bidder acknowledges that the license required for performance of the Work is a _____ license.
11. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

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

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

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

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

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT



**FREMONT ELEMENTARY SCHOOL
CAMPUS HVAC SYSTEM UPGRADES**

**BID PACKAGE #FES-07
CERAMIC TILE**

**00 41 13
BID FORM & PROPOSAL**

BID FORM AND PROPOSAL
BID PACKAGE: #FES-07 – CERAMIC TILE

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

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 22213.00-26, for the following project known as:

Fremont Elementary School – Campus HVAC System Upgrades

(“Project” or “Contract”) and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars \$ _____
<i>BASE BID</i>
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i>

Deductive Alternates:

Not applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

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

Task/Work	Allowance Value
Not Applicable	N/A
Total Allowance Value	N/A

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

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive (“AED”). Any unused Allowance or unused

portion thereof shall be deducted from the Contract Price to the benefit of the District.

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

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

10. Bidder acknowledges that the license required for performance of the Work is a _____ license.
11. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

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

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

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

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

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT

BID BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____, as Principal ("Principal"),

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

_____ Dollars (\$ _____)

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: _____ ("Project" or "Contract").

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

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

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

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

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

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

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

PROJECT: _____

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

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

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

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

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: Fremont Elementary School – Campus HVAC System Upgrades

Check option that applies:

_____ I certify that I visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Bakersfield City School District, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENTS:

- 1.**
- 2.**
- 3.**

END OF DOCUMENT

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

The undersigned declares:

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

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

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

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

at _____, _____.
[City] [State]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

CERTIFICATION:

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

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

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

GENERAL INSTRUCTIONS

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

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

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

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

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

	TOTAL CONTRACT PRICE
1.01 Prime Bidder, if DVBE (own participation)	\$
1.02 DVBE Subcontractor or Supplier	
A.	
B.	
C.	
D.	
1.03 Subtotal (A & B)	
1.04 Non-DVBE	
1.05 Total Bid	

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

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
A. The District, if any			*
B. OSDS, provides assistance locating DVBEs at https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx	(916) 375-4940		*
C. DVBE Organization (List)			*

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

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

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

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

IF THE DVBE.....	THEN.....	AND.....		
was selected to participate	Check "YES" in the "SELECTED" column	include a copy of their DVBE letter(s) from OSDS		
was NOT selected to participate	Check "NO" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column		
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DVBE CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a

condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This certification provides notice to the Contractor that:

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

1. Lead as a Health Hazard

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

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

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

2. Overview of California Law

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

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

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

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

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

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

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

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

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

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

4. Contractor's Liability

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

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

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

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

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

Certification of: Delivery Firm/Transporter Supplier Manufacturer
 Wholesaler Broker Retailer
 Distributor Other _____

Type of Entity Corporation General Partnership
 Limited Partnership Limited Liability Company
 Sole Proprietorship Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

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

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**CRIMINAL BACKGROUND INVESTIGATION/
FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

Name: _____

Title: _____

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

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

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

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

- The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

END OF DOCUMENT

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 et seq. of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

FEDERAL DEBARMENT CERTIFICATION

PROJECT/CONTRACT NO.: 23247.00-12 between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

1. Bidder certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Board;

b. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

3. Bidder agrees to include the following certification in all subcontracts, for all lower tiers:

"Debarment and Suspension Certification - By submission of its proposal, the contractor (or vendor, or consultant, depending on the transaction) certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with 2 CFR 200.213 and 2 CFR 180."

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

II. BYRD ANTI-LOBBYING CERTIFICATION

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
Exceeding \$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor

Address

Certified by: (type or print)

Title

Signature

Date

Disclosure of Lobbying Activities

Approved by OMB
0348-004

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See following page for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> contract <input type="checkbox"/> grant <input type="checkbox"/> cooperative agreement loan <input type="checkbox"/> loan guarantee <input type="checkbox"/> loan insurance	2. Status of Federal Action: <input type="checkbox"/> proposal/offer/application <input type="checkbox"/> initial award <input type="checkbox"/> post-award	3. Report Type: <input type="checkbox"/> initial filing <input type="checkbox"/> material change For material change only: Year _____ quarter ____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	10b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: ____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

END OF DOCUMENT

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: _____

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

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

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

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Subcontractor Name: _____

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Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

POST BID INTERVIEW

PART 5 – GENERAL

5.01 SUMMARY

If requested by the District, this Section requires the apparent low bidder to attend and participate in a Post Bid Interview with the Construction Manager, prior to award of any contract by the District. The Post Bid Interview will be scheduled by the Construction Manager within three (3) calendar days after the date of bid.

5.02 REQUIRED ATTENDANCE

- A. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person.
- B. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder.
- C. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.

5.03 POST BID INTERVIEW PROCEDURE

- A. The Construction Manager will review the Bid with the attendees.
- B. The Construction Manager will review the Contract Documents with the attendees, including but not limited to:
 - (1) Insurance
 - (2) Bonding
 - (3) Addenda
 - (4) Pre-Bid Clarifications
 - (5) Scope of Work
 - (6) Bid Packages Descriptions
 - (7) Bid Alternates
 - (8) Contract Plans
 - (9) Contract Specifications
 - (10) Project Schedule and Schedule Requirements
 - (11) Critical Dates Requirement for Other Bid Packages

- (12) Prevailing Wage Requirements
- (13) Liquidated Damages
- (14) Required Documentation for Contract Administration
- (15) Contract Coordination Requirements

5.04 POST BID INTERVIEW DOCUMENTATION

The Construction Manager will document the Post Bid Interview on the form attached to this Section. Both the apparent low bidder and the Construction Manager are required to sign the Post Bid Interview Documentation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

POST BID INTERVIEW

CONSTRUCTION MANAGER

[Name]
[Address 1]
[Address 2]
[Phone] [Fax]

BIDDER: _____

DATE: _____ TIME: _____ PHONE: _____

V. INTRODUCTIONS:

Present

A.

CONTRACTOR

CONTRACTOR

[CM]

[CM]

VI. PROPOSED CONTRACT:

VII. PURPOSE OF INTERVIEW IS TO ASSURE A MUTUAL UNDERSTANDING OF THE FOLLOWING:

- A. Do you acknowledge submission of a complete and accurate bid? Yes No
- B. Do you acknowledge the Bid Document submittal timelines after NOA and NTP and can you meet those timelines? Yes No
- C. Do you acknowledge the requirements for the escrow of bid documents? Yes No
- D. Are you comfortable with your listed subcontractors? Yes No

CONTRACTUAL REQUIREMENTS:

VIII.

- A. Do you understand you are a prime contractor? Yes No
- B. Can you meet specified insurance requirements? Yes No
 - 1. Do any of your policies that require Additional Insured endorsements exceed the minimum coverage requirements? Yes No
 - 2. Are you requesting that the District accept an Excess Liability Insurance Policy to meet the policy limit? Yes No
 - 3. Will there be a gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella or Excess Liability Insurance Policy? Yes No

- C. Will you provide the Performance Bond and Labor and Material Bond for 100% of the Contract Price as stipulated? Yes No
- 1. Cost for bonds: _____% Yes No
- 2. Is the cost of your bonds in your base bid? Yes No
- 3. Is your surety licensed to issue bonds in California? Yes No
- D. Do you understand the fingerprinting requirements? Yes No
- E. Is it understood that all workers must be paid prevailing wage? Yes No
- F. Is it understood that all subcontractors of every tier must be registered as a public works contractor with the Department of Industrial Relations? Yes No

IX. SCOPE OF WORK:

- A. Acknowledged Receipt of Addenda #1-___ Yes No
- B. Are the costs for addenda items included in your bid? (if applicable) Yes No
- C. Do you have a complete understanding of your Scope of Work under the proposed Agreement? Yes No
- D. You have re-reviewed the documents and understand the Scope of the Work. Are there any items that require clarification? If yes, please identify them. Yes No

- 1. _____

- 2. _____

- 3. _____

Is (are) there additional cost(s) for the above item(s)? Yes No

- E. Is the cost for allowance included in your bid? Yes No
- F. Have you reviewed bid alternative(s) #1-___? (if applicable) Yes No
- G. Are the costs for bid alternatives included in your bid? Yes No
- H. Are the plans and specifications clear and understandable to your satisfaction? Yes No

- I. Do you acknowledge that the time to submit notice of requests for substitution of specified materials has expired? Yes No
- X. SCHEDULE:
- A. Do you acknowledge and agree to the stipulated completion dates and milestones in the contract? Yes No
1. Will you provide a detailed construction schedule to _____ within the required ten (10) days of the Notice to Proceed, per the contract? Yes No
2. Can you meet the submittal deadline? Yes No
3. It is understood that the Project schedule is critical and that that weekend and overtime work may be required to meet the milestones. Yes No
4. It is understood that if rain does occur, then all dewatering and protection of work is required, per the contract. If not, what do you believe must change and why? Yes No

- B. Identify critical materials, deliveries, long lead items and other dependencies, including Owner Furnished items that could affect the completion of your work. Yes No
1. _____
2. _____
3. _____
4. _____
5. _____
- C. Do you understand that there is going to be maintenance and other construction taking place on site during the course of the project? Yes No
- XI. EXECUTION OF WORK
- A. Do you understand the access to the site? Yes No
- B. Do you understand the staging area restrictions? Yes No
- C. Have you included protection of [asphalt, floors, and roofs]? Yes No

D. Do you understand that the site is occupied by students, teachers, administrators, parents, etc.? Yes No

XII. CONTRACTOR COMMENTS/SUGGESTIONS:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

XIII. CONTRACTOR

You agree the information contained herein is part of your contractual obligations. Your signature acknowledges your agreement to perform all Work in the Contract Documents, and that costs for all Work are included in your bid.

The foregoing information is true and accurate, and I am authorized to sign as an officer of the company I am representing.

[Company Name]

Signature _____ Title: _____

Date: _____

XIV. CONSTRUCTION MANAGER

Signature _____ Title: _____

Date: _____

Title of Document: POST BID INTERVIEW

Number of Pages: _____

Date of Document: _____

END OF DOCUMENT

NOTICE OF AWARD

Dated: _____ 20__

To: _____ (Contractor)

(Address)

From: Governing Board ("Board") of the Bakersfield City School District ("District")

Re: _____, Project No. _____ ("Project").

Contractor has been awarded the Contract for the above-referenced Project on _____, 20__, by action of the District's Board **OR** "by action of the superintendent or superintendent's designee pursuant to a delegation of authority by the District's Board pending ratification.".

The Contract Price is _____ Dollars (\$_____), and includes alternates _____.

Three (3) copies of each of the Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available. Additional copies are available at cost of reproduction.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

- a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.
- b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
- c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- e. Insurance Certificates and Endorsements as required.
- f. Workers' Compensation Certification.
- g. Prevailing Wage and Related Labor Requirements Certification.
- h. Disabled Veteran Business Enterprise Participation Certification.

- i. Drug-Free Workplace Certification.
- j. Tobacco-Free Environment Certification.
- k. Hazardous Materials Certification.
- l. Lead-Based Materials Certification.
- m. Imported Materials Certification.
- n. Criminal Background Investigation/Fingerprinting Certification.
- o. Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

BAKERSFIELD CITY SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____
_____, 20____, by and between the Bakersfield City School District ("District") and _____
_____ ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

Fremont Elementary School – Campus HVAC System Upgrades

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within **Two-Hundred and Forty-Four (244)**

Consecutive Calendar Days ("Contract Time") from the date specified in the District's Notice to Proceed.

Phasing Milestone Schedule Below:

a. Phase 1 (Buildings E & F, Rooms R19-20, and Campus-Wide Fire Alarm Upgrades)

- (1) Construction Start Date 4/8/2024
- (2) Construction Completion Date 8/8/2024

b. Phase 2 (Buildings C & D)

- (1) Construction Start Date 8/8/2024
- (2) Construction Completion Date 12/8/2024

5. Completion - Extension of Time: Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.

6. Liquidated Damages: Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of One-Thousand Dollars \$1,000.00 per Calendar Day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

7. Loss Or Damage: The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability

for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.

- 8. Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.
- 9. Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
- 10. Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- 11. Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
- 12. Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 13. Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents. Reference the CSLB License Classifications below per **Bid Package**.
 - a. #FES-01 – Demolition & Abatement; (B) or (C-21/22)
 - b. #FES-02 – General Trade; (B)
 - c. #FES-03 – Mechanical; (C-20)
 - d. #FES-04 – Electrical & Low Voltage; (C-10)
 - e. #FES-05 – Plumbing & Site Utilities; (C-36)
 - f. #FES-06 – Carpet; (C-15)
 - g. #FES-07 – Ceramic Tile; (C-54)

- 14. Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
- 15. Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. The Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
- 16. Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 17. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

_____ Dollars

(\$ _____),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 18. No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
- 19. Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all

prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

20. Severability: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

21. Authority of Signatories: Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

[CONTRACTOR NAME]

BAKERSFIELD CITY SCHOOL DISTRICT

By: _____

By: _____

Title: _____

Title: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

NOTICE TO PROCEED

Dated: _____, 20__

TO: _____
("Contractor")

ADDRESS: _____

PROJECT: _____

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of completion is **December 8, 2024**.

You must submit the following documents by 5:00 p.m. of the TENTH (10th) calendar day following the date of this Notice to Proceed:

- a. Contractor's preliminary schedule of construction.
- b. Contractor's preliminary schedule of values for all of the Work.
- c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- d. Contractor's Safety Plan specifically adapted for the Project.
- e. Registered Subcontractors List: A complete subcontractors list for all tiers, including the name, Department of Industrial Relations registration number, and portion of work to be provided at the time of NTP notification.

Thank you. We look forward to a very successful Project.

BAKERSFIELD CITY SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

ESCROW BID DOCUMENTATION

1. Requirement to Escrow Bid Documentation

- a. Contractor shall submit, within **SEVEN (7)** calendar days after the date of the Notice of Award, one copy of all documentary information received or generated by Contractor in preparation of bid prices for this Contract, as specified herein. This material is referred to herein as "Escrow Bid Documentation." The Escrow Bid Documentation of the Contractor will be held in escrow for the duration of the Contract.
- b. Contractor agrees, as a condition of award of the Contract, that the Escrow Bid Documentation constitutes all written information used in the preparation of its bid, and that no other written bid preparation information shall be considered in resolving disputes or claims. Contractor also agrees that nothing in the Escrow Bid Documentation shall change or modify the terms or conditions of the Contract Documents.
- c. The Escrow Bid Documentation will not be opened by District except as indicated herein. The Escrow Bid Documentation will be used only for the resolution of change orders and claims disputes.
- d. Contractor's submission of the Escrow Bid Documentation, as with the bonds and insurance documents required, is considered an essential part of the Contract award. Should the Contractor fail to make the submission within the allowed time specified above, District may deem the Contractor to have failed to enter into the Contract, and the Contractor shall forfeit the amount of its bid security, accompanying the Contractor's bid, and District may award the Contract to the next lowest responsive responsible bidder.
- e. NO PAYMENTS WILL BE MADE, NOR WILL DISTRICT ACCEPT PROPOSED CHANGE ORDERS UNTIL THE ABOVE REQUIRED INFORMATION IS SUBMITTED AND APPROVED.
- f. The Escrow Bid Documentation shall be submitted in person by an authorized representative of the Contractor to the District.

2. Ownership of Escrow Bid Documentation

- a. The Escrow Bid Documentation is, and shall always remain, the property of Contractor, subject to review by District, as provided herein.
- b. Escrow Bid Documentation constitute trade secrets, not known outside Contractor's business, known only to a limited extent and only by a limited number of employees of Contractor, safeguarded while in Contractor's possession, extremely valuable to Contractor, and could be extremely valuable to Contractor's competitors by virtue of reflecting Contractor's contemplated techniques of construction. Subject to the provisions herein, District agrees to safeguard the Escrow Bid Documentation, and all information contained therein, against disclosure to the fullest extent permitted by law.

3. Format and Contents of Escrow Bid Documentation

- a. Contractor may submit Escrow Bid Documentation in its usual cost-estimating format; a standard format is not required. The Escrow Bid Documentation shall be submitted in the language (e.g., English) of the specification.
- b. Escrow Bid Documentation must clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule, separating bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documentation shall include all subcontractor bids or quotes, supplier bids or quotes, quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal. Estimated costs should be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs as appropriate. All labor rates must be broken down to specify any and all burden costs including, but not limited to, health and welfare pay, vacation and holiday pay, pension contributions, training rates, benefits of any kind, insurance of any kind, workers' compensation, liability insurance, truck expenses, supply expenses of any kind, payroll taxes, and any other taxes of any kind. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of indirect costs, contingencies, markup, and other items to each bid item shall be identified.
- c. All costs shall be identified. For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.
- d. Bid Documentation provided by District should not be included in the Escrow Bid Documentation unless needed to comply with the following requirements.

4. Submittal of Escrow Bid Documentation

- a. The Escrow Bid Documentation shall be submitted by the Contractor in a sealed container within **SEVEN (7)** calendar days after the date of the Notice of Award. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow Bid Documentation – Intended to be opened in the presence of Authorized Representatives of Both District and Contractor".
- b. By submitting Escrow Bid Documentation, Contractor represents that the material in the Escrow Bid Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.
- c. If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the

total contract price proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.

- d. If Contractor wishes to subcontract any portion of the Work after award, District retains the right to require Contractor to submit Escrow Documents for the Subcontractor before the subcontract is approved.

5. Storage, Examination and Final Disposition of Escrow Bid Documentation

- a. The Escrow Bid Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by Contractor for the duration of the project until final Contract payment. The storage facilities shall be the appropriate size for all the Escrow Bid Documentation and located conveniently to both District's and Contractor's offices.
- b. The Escrow Bid Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Bid Documentation is subject to the following conditions:
 - (1) As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.
 - (2) District and Contractor shall each designate, in writing to the other party **SEVEN (7)** calendar days prior to any examination, the names of representatives who are authorized to examine the Escrow Bid Documentation. No other person shall have access to the Escrow Bid Documentation.
 - (3) Access to the documents may take place only in the presence of duly designated representatives of the District and Contractor. If Contractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' notice, then the District representative may examine the Escrow Bid Documents alone upon an additional **THREE (3)** calendar days' notice if a representative of the Contractor does not appear at the time set.
 - (4) If a subcontractor has submitted sealed information to be included in the Escrow Bid Documents, access to those documents may take place only in the presence of a duly designated representative of the District, Contractor and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' notice, then the District representative and/or the Contractor may examine the Escrow Bid Documentation without that subcontractor present upon an additional **THREE (3)** calendar days' notice if a representative of that subcontractor does not appear at the time set.

- c. The Escrow Bid Documentation will be returned to Contractor at such time as the Contract has been completed and final settlement has been achieved.

END OF DOCUMENT

ESCROW AGREEMENT IN LIEU OF RETENTION
(Public Contract Code Section 22300)

(Note: Contractor must use this form.)

This Escrow Agreement in Lieu of Retention ("Escrow Agreement") is made and entered into this _____ day of _____, 20____, by and between the Bakersfield City School District ("District"), whose address is 1501 Feliz Drive, Bakersfield, California 93307, and _____ ("Contractor"), whose address is _____, and _____ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is _____.

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

36. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the following two (2) options:
- Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No. _____ entered into between District and Contractor for the _____ Project, in the amount of _____ Dollars (\$ _____) dated, _____, 20____, (the "Contract"); **or**
 - On written request of Contractor, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

When Contractor deposits the securities as a substitute for Contract earnings (first option), Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between District and Contractor.

Securities shall be held in the name of Bakersfield City School District School District, and shall designate Contractor as beneficial owner.

37. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
38. When District makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.

39. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Contractor \$_____ for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.
40. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.
41. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.
42. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Contractor. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District. Escrow Agent shall not be authorized to determine the validity of any notice of default given by District pursuant to this paragraph, and shall promptly comply with District's instructions to pay over said escrowed assets. Escrow Agent further agrees to not interplead the escrowed assets in response to a conflicting demand.
43. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
44. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

45. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

On behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

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

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

On behalf of District:

On behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Bakersfield City School District, ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Fremont Elementary School – Campus HVAC System Upgrades

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

_____ Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent

and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

_____ Principal	_____ Surety
_____ By	_____ By
	_____ Name of California Agent of Surety
	_____ Address of California Agent of Surety
	_____ Telephone No. of California Agent of Surety

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

END OF DOCUMENT

PAYMENT BOND
Contractor's Labor & Material Bond
(100% Of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Bakersfield City School District, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Fremont Elementary School – Campus HVAC System Upgrades

("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

_____	_____
Principal	Surety
_____	_____
By	By

	Name of California Agent of Surety

	Address of California Agent of Surety

	Telephone No. of California Agent of Surety

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

END OF DOCUMENT

ALLOWANCE EXPENDITURE DIRECTIVE FORM

Bakersfield City School District
1501 Feliz Drive
Bakersfield, CA 93307

ALLOWANCE EXPENDITURE DIRECTIVE NO.:

ALLOWANCE EXPENDITURE DIRECTIVE

Project: _____

Date: _____

Bid No.: _____

DSA File No.: _____

DSA Appl. No.: _____

The following parties agree to the terms of this Allowance Expenditure Directive ("AED"):

Owner Name, Address, Telephone:

Contractor Name, Address, Telephone:

Reference	Description	Allowance Authorized for Expenditure
Request for AED # Requested by: Performed by: Reason:	[Description of Allowance item relating to Work] [Requester] [Performer] [Reason]	\$
Request for AED # Requested by: Performed by: Reason:	[Description of Allowance item relating to Work] [Requester] [Performer] [Reason]	\$
Request for AED # Requested by: Performed by: Reason:	[Description of Allowance item relating to Work] [Requester] [Performer] [Reason]	\$

Total Contract Allowance Amount:	\$
Amount of Previously Approved Allowance Expenditure Directive(s):	\$
Amount of this Allowance Expenditure Directive:	\$

The undersigned Contractor approves the foregoing release of Allowance for completion of each specified item, and agrees to furnish all labor, materials and services and perform all

BAKERSFIELD CITY SCHOOL DISTRICT

ALLOWANCE EXPENDITURE DIRECTIVE

FORM

DOCUMENT 00 63 40-1

work necessary to complete any additional work specified for the consideration stated therein ("Work"). Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650, et seq.

This Allowance Expenditure Directive must be signed by an authorized District representative.

It is expressly understood that the authorized allowance expenditure granted herein represents a full accord and satisfaction for any and all cost impacts of the items herein, and Contractor waives any and all further compensation based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect. Any costs, expenses, or damages not included are deemed waived.

Signatures:

DISTRICT: BAKERSFIELD CITY SCHOOL DISTRICT Date: _____ By: _____ [Print Name and Title here]	CONTRACTOR: _____ Date: _____ By: _____ [Print Name and Title here]
ARCHITECT: _____ Date: _____ By: _____ [Print Name and Title here]	PROJECT INSPECTOR: _____ Date: _____ By: _____ [Print Name and Title here]

END OF DOCUMENT

DAILY FORCE ACCOUNT REPORT

From: Contractor
[Name/Address]

To: Owner
[Name/Address]

Project: _____

Contractor hereby submits this Daily Force Account Report for Work performed, pursuant to Force Account Directive No. _____, on _____.
[Date of Work]

Contractor attests that the material, labor, and equipment itemized herein were used only on the force account work.

A. Material: *Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.*

Description	Unit Price	Quantity	Cost

Daily subtotal (w/out markup): \$ _____

B. Labor: *Labor must be fully Burdened. Attach timesheets, if applicable, and complete the information below.*

Name	Craft	Regular Hrs.	Rate	OT Hrs.	Rate

Daily subtotal (w/out markup): \$ _____

C. **Equipment:** Attach all applicable invoices not provided in prior Daily Force Account Reports and complete the information below.

Type / Model	Hrs. Operated	Rate

Daily subtotal (w/out markup): \$ _____

Complete based on information reported above.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>
(a)	<u>Material</u>	
(b)	<u>Add Labor</u>	
(c)	<u>Add Equipment</u>	
(d)	<u>Subtotal</u>	
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)	
(f)	<u>Subtotal</u>	
(g)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (f)	
(h)	<u>Subtotal</u>	
(i)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (h)	
(j)	<u>TOTAL</u>	

	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>
(a)	<u>Material</u>	
(b)	<u>Add Labor</u>	
(c)	<u>Add Equipment</u>	
(d)	<u>Subtotal</u>	
(e)	<u>Add Overhead and Profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (d)	
(f)	<u>Subtotal</u>	
(g)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (f)	
(h)	<u>TOTAL</u>	

Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act (Gov. Code, § 12650 et seq.).

It is expressly understood that all force account work for the date stated above must be reported herein, and Contractor may not claim any labor, equipment, material or any other costs or expenses not reported herein. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, or damages, not included are deemed waived.

SUBMITTED BY:

REVIEWED BY:

Contractor:

District:

[Name]

Date

[Name]

Date

District may require additional information from Contractor to review this Daily Force Account Report. Upon District's return of the Daily Force Account Report, Contractor may invoice the Work reflected therein. District's review and return of the Daily Force Account Report and/or payment for the force account work does not constitute acceptance of the Work or waiver of any Contract rights or criteria.

END OF DOCUMENT

PROPOSED CHANGE ORDER FORM

Bakersfield City School District
 1501 Feliz Drive
 Bakersfield, CA 93307

PCO NO.:

Project: _____
Bid No.: _____
RFI #: _____

Date: _____
DSA File No.: _____
DSA Appl. No.: _____

Contractor hereby submits for District’s review and evaluation this Proposed Change Order (“PCO”), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor’s PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District’s discretion, support some or all of the PCO, shall result in a rejected PCO.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(i)	<u>Material</u> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax)		
(j)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(k)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(l)	<u>Subtotal</u>		
(m)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)		
(n)	<u>Subtotal</u>		
(o)	<u>Add General Conditions</u> (attach supporting documentation)		
(p)	<u>Subtotal</u>		
(q)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (h)		
(r)	<u>Subtotal</u>		
(s)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (j)		
(t)	<u>TOTAL</u>		
(u)	<u>Time</u> (zero unless indicated; “TBD” not permitted)		____ Calendar Days

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	WORK PERFORMED BY CONTRACTOR	ADD	DEDUCT
(v)	Material (attach itemized quantity and unit cost plus sales tax)		
(w)	Add Labor (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(x)	Add Equipment (attach suppliers' invoice)		
(y)	Add General Conditions (attach supporting documentation)		
(z)	Subtotal		
(aa)	Add Overhead and Profit for Contractor , not to exceed fifteen percent (15%) of Item (e)		
(bb)	Subtotal		
(cc)	Add Bond and Insurance , not to exceed two percent (2%) of Item (g)		
(dd)	TOTAL		
(ee)	Time (zero unless indicated; "TBD" not permitted)	_____ Calendar Days	

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:

Contractor:

[Name]

Date

END OF DOCUMENT

CHANGE ORDER FORM

Bakersfield City School District
 1501 Feliz Drive
 Bakersfield, CA 93307

CHANGE ORDER NO.:

CHANGE ORDER

Project: _____
Bid No.: _____

Date: _____
DSA File No.: _____
DSA Appl. No.: _____

The following parties agree to the terms of this Change Order:

Owner: _____
 [Name / Address]

Contractor: _____
 [Name / Address]

Architect: _____
 [Name / Address]

Project Inspector: _____
 [Name / Address]

Reference	Description	Cost	Days Ext.
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
Contract time will be adjusted as follows: Previous Completion Date: __[Date] _____[#] Calendar Days Extension (zero unless otherwise indicated) Current Completion Date: __[Date]		Original Contract Amount:	\$
		Amount of Previously Approved Change Order(s):	\$
		Amount of this Change Order:	\$
		Contract Amount:	\$

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for

BAKERSFIELD CITY SCHOOL DISTRICT

**CHANGE ORDER FORM
 DOCUMENT 00 63 63-102**

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20__ by and between the BAKERSFIELD CITY SCHOOL DISTRICT ("District") and _____ ("Contractor"), whose place of business is _____.

RECITALS

WHEREAS, District and Contractor entered into PROJECT/CONTRACT NO.: _____ ("Contract" or "Project") in the County of Kern, California; and

WHEREAS, the Work under the Contract was completed on _____, and a Notice of Completion was recorded with the County Recorder on _____.

NOW, THEREFORE, it is mutually agreed between District and Contractor as follows:

AGREEMENT AND RELEASE

46. Contractor will only be assessed liquidated damages as detailed below:

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due Contractor	\$ _____

47. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of _____ Dollars (\$_____) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.

48. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 4 and continuing obligations described in Paragraph 6. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for any Disputed Claim that may be set forth in Paragraph 4 and the continuing obligations described in Paragraph 6 hereof.

49. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>	<u>Date Claim Submitted</u>
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

[If further space is required, attach additional sheets showing the required information.]

50. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
51. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, including without limitation, the duty to defend, indemnify and hold harmless the District, shall remain in full force and effect as specified in the Contract Documents.
52. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:
- A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.
53. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

54. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

BAKERSFIELD CITY SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

CONTRACTOR: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

GUARANTEE FORM

_____ ("Contractor") hereby agrees that the _____
_____ ("Work" of Contractor) which Contractor has installed for the Bakersfield City
School District ("District") for the following project:

PROJECT: (1) Modular Classroom Building @ Dr. Douglas K Fletcher Elementary
School / 23247.00-12

("Project" or "Contract") has been performed in accordance with the requirements of the
Contract Documents and that the Work as installed will fulfill the requirements of the
Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be
defective in workmanship or material together with any other adjacent Work that may be
displaced in connection with such replacement within a period one year(s) from the date of
completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear
and tear and unusual abuse or neglect excepted. The date of completion is
_____, 20__.

In the event of the undersigned's failure to comply with the above-mentioned conditions
within a reasonable period of time, as determined by the District, but not later than seven
(7) days after being notified in writing by the District, the undersigned authorizes the
District to proceed to have said defects repaired and made good at the expense of the
undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Representatives to be contacted for service subject to terms of Contract:

Name: _____

Address: _____

Phone No.: _____

Email: _____

END OF DOCUMENT

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GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFINITIONS

1.1 Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1 Adverse Weather: Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, or extreme temperature conditions in excess of the norm for the location and time of year it occurred based on the closest weather station data averaged over the past five years, (2) that is unanticipated and would cause unsafe work conditions and/or is unsuitable for scheduled work that should not be performed during inclement weather (i.e., exterior finishes), and (3) at the Project.

1.1.2 Allowance(s): The Allowance Item(s) identified in the Bid Form and Proposal and included in the Contract Price. Any unused portion of the Allowance will revert to the District documented by a deductive Change Order. Contractor hereby authorizes the District to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

1.1.3 Allowance Expenditure Directive: Written authorization for expenditure of an Allowance, if any. Contractor shall not bill for or be due any portion of an Allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has executed an Allowance Expenditure Directive incorporating that work.

1.1.4 Approval, Approved, and/or Accepted: Written authorization, unless stated otherwise.

1.1.5 Architect (or "Design Professional in General Responsible Charge"): The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the Design Professional in General Responsible Charge as defined in DSA PR 13-02 on this Project or the Architect's authorized representative.

1.1.6 As-Builts: Reproducible blue line prints of drawings to be prepared on a monthly basis pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the preceding monthly submittal. See **Record Drawings**.

1.1.7 Bidder: A contractor who intends to provide a proposal to the District to perform the Work of this Contract.

1.1.8 Burdened: The labor rate for Contractor or any Subcontractor inclusive of any and all burden costs including, but not limited to, health and welfare pay, vacation and holiday pay, pension contributions, training rates, benefits of any kind, insurance of any kind, workers' compensation, liability insurance, truck expenses, supply expenses of any kind, payroll taxes, and any other taxes of any kind.

1.1.9 Change Order: A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time.

1.1.10 Claim: A Dispute that remains unresolved at the conclusion of the all the applicable Dispute Resolution requirements provided herein.

1.1.11 Construction Change Directive: A written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work.

1.1.12 Construction Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Construction Manager is used on the Project that is the subject of this Contract, then all references to Construction Manager herein shall be read to refer to District.

1.1.13 Construction Schedule: The progress schedule of construction of the Project as provided by Contractor and approved by District.

1.1.14 Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the District and Contractor, identified as the Contract Documents. The Contract Documents consist of the following documents:

- 1.1.14.1** Notice to Bidders
- 1.1.14.2** Instructions to Bidders
- 1.1.14.3** Bid Form and Proposal
- 1.1.14.4** Bid Bond
- 1.1.14.5** Designated Subcontractors List
- 1.1.14.6** Site Visit Certification (if a site visit was required)
- 1.1.14.7** Non-Collusion Declaration
- 1.1.14.8** Notice of Award
- 1.1.14.9** Notice to Proceed
- 1.1.14.10** Agreement
- 1.1.14.11** Escrow of Bid Documentation
- 1.1.14.12** Escrow Agreement for Security Deposits in Lieu of Retention (if applicable)
- 1.1.14.13** Performance Bond
- 1.1.14.14** Payment Bond (Contractor's Labor & Material Bond)
- 1.1.14.15** General Conditions
- 1.1.14.16** Special Conditions (if applicable)
- 1.1.14.17** Project Labor Agreement (if applicable)
- 1.1.14.18** Hazardous Materials Procedures and Requirements
- 1.1.14.19** Workers' Compensation Certification
- 1.1.14.20** Prevailing Wage Certification

- 1.1.14.21** Disabled Veteran Business Enterprise Participation Certification (if applicable)
- 1.1.14.22** Drug-Free Workplace Certification (if applicable)
- 1.1.14.23** Tobacco-Free Environment Certification
- 1.1.14.24** Hazardous Materials Certification (if applicable)
- 1.1.14.25** Lead-Based Materials Certification (if applicable)
- 1.1.14.26** Imported Materials Certification (if applicable)
- 1.1.14.27** Criminal Background Investigation/Fingerprinting Certification
- 1.1.14.28** Roofing Project Certification (if applicable)
- 1.1.14.29** Registered Subcontractors List
- 1.1.14.30** Iran Contracting Act Certification (if applicable)
- 1.1.14.31** Federal Debarment Certification (if applicable)
- 1.1.14.32** Federal Byrd Anti-Lobbying Certification (if applicable)
- 1.1.14.33** Post Bid Interview
- 1.1.14.34** All Plans, Technical Specifications, and Drawings
- 1.1.14.35** Any and all addenda to any of the above documents
- 1.1.14.36** Any and all change orders or written modifications to the above documents if approved in writing by the District

1.1.15 Contract Price: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.16 Contract Time: The time period stated in the Agreement for the completion of the Work.

1.1.17 Contractor: The person or persons identified in the Agreement as contracting to perform the Work to be done under this Contract, or the legal representative of such a person or persons.

1.1.18 Daily Job Report(s): Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.

1.1.19 Day(s): Unless otherwise designated, day(s) means calendar day(s).

1.1.20 Department of Industrial Relations (or "DIR"): is responsible, among other things, for labor compliance monitoring and enforcement of California prevailing wage laws and regulations for public works contracts.

1.1.21 Design Professional in General Responsible Charge: See definition of **Architect** above.

1.1.22 Dispute: A separate demand by Contractor for a time extension, or payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or Contractor is not otherwise entitled to; or an amount of payment disputed by the District.

1.1.23 District: The public agency or the school district for which the Work is performed. The governing board of the District or its designees will act for the District in all matters pertaining to the Contract. The District may, at any time,

1.1.23.1 Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to the District; and/or

1.1.23.2 Direct the Construction Manager or the Architect to communicate with or direct the Contractor on matters for which the Contract Documents indicate the District will communicate with or direct the Contractor.

1.1.24 Drawings (or "Plans"): The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

1.1.25 DSA: Division of the State Architect.

1.1.26 Force Account Directive: A process that may be used when the District and the Contractor cannot agree on a price for a specific portion of work or before the Contractor prepares a price for a specific portion of work and whereby the Contractor performs the work as indicated herein on a time and materials basis.

1.1.27 Job Cost Reports: Any and all reports or records detailing the costs associated with work performed on or related to the Project that Contractor shall maintain for the Project. Specifically, Job Cost Reports shall contain, but are not limited by or to, the following information: a description of the work performed or to be performed on the Project; quantity, if applicable, of work performed (hours, square feet, cubic yards, pounds, etc.) for the Project; Project budget; costs for the Project to date; estimated costs to complete the Project; and expected costs at completion. The Job Cost Reports shall also reflect all Contract cost codes, change orders, elements of non-conforming work, back charges, and additional services.

1.1.28 Labor Commissioner's Office (or "Labor Commissioner", also known as the Division of Labor Standards Enforcement ("DLSE")): Division of the DIR responsible for adjudicating wage claims, investigating discrimination and public works complaints, and enforcing Labor Code statutes and Industrial Welfare Commission orders.

1.1.29 Municipal Separate Storm Sewer System (or "MS4"): A system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

1.1.30 Plans: See **Drawings**.

1.1.31 Premises: The real property owned by the District on which the Site is located.

1.1.32 Product(s): New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.

1.1.33 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

1.1.34 Program Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Program Manager is designated for Project that is the subject of this Contract, then all references to Project Manager herein shall be read to refer to District.

1.1.35 Project: The planned undertaking as provided for in the Contract Documents.

1.1.36 Project Inspector (or "Inspector"): The individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project.

1.1.37 Project Labor Agreement (or "PLA"): a prehire collective bargaining agreement in accordance with Public Contract Code section 2500 et seq. that establishes terms and conditions of employment for a specific construction project or projects and/or is an agreement described in Section 158(f) of Title 29 of the United States Code.

1.1.38 Proposed Change Order (or "PCO"): a written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

1.1.39 Provide: Shall include "provide complete in place," that is, "furnish and install," and "provide complete and functioning as intended in place" unless specifically stated otherwise.

1.1.40 Qualified SWPPP Practitioners (or "QSP"): certified personnel that attended a State Water Resources Control Board sponsored or approved training class and passed the qualifying exam.

1.1.41 Record Drawings: Reproducible drawings (or Plans) prepared pursuant to the requirements of the Contract Documents that reflect all changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed upon completion of the Project. See also **As-Builts**.

1.1.42 Request for Information (or "RFI"): A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems that have arisen under field conditions.

1.1.43 Request for Substitution for Specified Item: A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

1.1.44 Safety Orders: Written and/or verbal orders for construction issued by the California Division of Occupational Safety and Health ("CalOSHA") or by the United States Occupational Safety and Health Administration ("OSHA").

1.1.45 Safety Plan: Contractor's safety plan specifically adapted for the Project. Contractor's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.

1.1.46 Samples: Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

1.1.47 Shop Drawings: All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

1.1.48 Site: The Project site as shown on the Drawings.

1.1.49 Specifications: That portion of the Contract Documents, Division 1 through Division 49, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.50 State: The State of California.

1.1.51 Storm Water Pollution Prevention Plan (or "SWPPP"): A document which identifies sources and activities at a particular facility that may contribute pollutants to storm water and contains specific control measures and time frames to prevent or treat such pollutants.

1.1.52 Subcontractor: A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work of the Project.

1.1.53 Submittal Schedule: The schedule of submittals as provided by Contractor and approved by District.

1.1.54 Surety: The person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.55 Work: All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project.

1.2 Laws Concerning the Contract; Venue

Contract is subject to all provisions of the Constitution and laws of California and the United States governing, controlling, or affecting District, or the property, funds, operations, or powers of District, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

1.3 No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

1.4 No Assignment

Contractor shall not assign this Contract or any part thereof including, without limitation, any Work or money to become due hereunder without the prior written consent of the District. Assignment without District's prior written consent shall be null and void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by District in accordance with this Contract. Contractor shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the District.

1.5 Notice and Service Thereof

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

1.5.1.1 If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

1.5.1.2 If notice is given by overnight delivery service, it shall be considered delivered one (1) day after date deposited, as indicated by the delivery service.

1.5.1.3 If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date.

1.5.1.4 If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

1.5.1.5 Electronic mail may be used for convenience but is not a substitute for the notice and service requirements herein.

1.6 No Waiver

The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be

construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the District, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded the District under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.7 Substitutions for Specified Items

Unless the Special Conditions contain different provisions, Contractor shall not substitute different items for any items identified in the Contract Documents without prior written approval of the District.

1.8 Materials and Work

1.8.1 Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete this Contract, in a good and workmanlike manner, within the Contract Time.

1.8.2 Unless otherwise specified, all materials shall be new and of the best quality of their respective kinds and grades as noted or specified, workmanship shall be of good quality, and Contractor shall use all diligence to inform itself fully as to the required manufacturer's instructions and to comply therewith.

1.8.3 Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected from the elements, theft, vandalism, or other loss or damage as required.

1.8.4 For all materials and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

1.8.5 Contractor shall, after award of Contract by District and after relevant submittals have been reviewed, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Contractor shall, upon five (5) days' demand from District, present documentary evidence showing that orders have been placed.

1.8.6 District reserves the right but has no obligation, in response to Contractor's neglect or failure in complying with the above instructions, to place orders for such materials and/or equipment as the District may deem advisable in order that the Work may be completed at the date specified in the Contract, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Contractor or deducted from payment(s) to Contractor.

1.8.7 Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.

1.8.7.1 If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of the Contractor, Contractor and Contractor's Surety shall promptly, on demand by District and at Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop payment notice to be released or discharged immediately therefrom.

1.8.7.2 If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or a claim based on a stop payment notice has been so released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract.

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

1.8.9 Title to new materials and/or equipment for the Work of this Contract and attendant liability for its protection and safety shall remain with Contractor until incorporated in the Work of this Contract and accepted by District. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work of this Contract. Should the District, in its discretion, allow the Contractor to store materials and/or equipment for the Work off-site, Contractor will store said materials and/or equipment at a bonded warehouse and with appropriate insurance coverage at no cost to District. Contractor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to District or its authorized representative and shall, at the District's request, forward it to the District.

1.8.10 [RESERVED]

2. [RESERVED]

3. ARCHITECT

3.1 The Architect shall represent the District during the Project and will observe the progress and quality of the Work on behalf of the District. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to ensure the proper execution of the Contract.

3.2 Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.

3.3 Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.

3.4 Contractor shall provide District and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

4. CONSTRUCTION MANAGER

4.1 If a Construction Manager is used on this Project ("Construction Manager" or "CM"), the Construction Manager will provide administration of the Contract on the District's behalf. After execution of the Contract and Notice to Proceed, all correspondence and/or instructions from Contractor and/or District shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility.

4.2 The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to: the Contractor; any Subcontractor; the Contractor or Subcontractor's respective agents, employees; or other persons performing any of the

Work. The Construction Manager shall have free access to any or all parts of Work at any time.

4.3 If the District does not use a Construction Manager on this Project, all references within the Contract Documents to Construction Manager or CM shall be read as District.

5. INSPECTOR, INSPECTIONS, AND TESTS

5.1 Project Inspector

5.1.1 One or more Project Inspector(s), including special Project Inspector(s), as required, will be assigned to the Work by District, in accordance with requirements of title 24, part 1, of the California Code of Regulations, to enforce the building code and monitor compliance with Plans and Specifications for the Project previously approved by the DSA. Duties of Project Inspector(s) are specifically defined in section 4-342 of said part 1 of title 24.

5.1.2 No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Contractor shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials, including, but not limited to, submission of form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector at least 48 hours in advance of the commencement and completion of construction of each and every aspect of the Work. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>. Inspection of Work shall not relieve Contractor from an obligation to fulfill this Contract. Project Inspector(s) and the DSA are authorized to suspend work whenever the Contractor and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be without liability to the District. Contractor shall instruct its Subcontractors and employees accordingly.

5.1.3 If Contractor and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-site, this shall only be done if it is allowable pursuant to applicable regulations and DSA approval, if the Project Inspector(s) agree to do so, and at the expense of the Contractor.

5.2 Tests and Inspections

5.2.1 Tests and Inspections shall comply with title 24, part 1, California Code of Regulations, group 1, article 5, section 4-335, and with the provisions of the Specifications.

5.2.2 The District will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the District's representative and not by the Contractor. The Contractor shall notify the District's representative a sufficient time in advance of its readiness for required observation or inspection.

5.2.3 The Contractor shall notify the District's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents, which must by terms of the Contract Documents be tested, in order that the District may arrange for the testing of same at the source of supply. This notice shall be provided, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

5.2.4 Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

5.2.5 The District will select the testing laboratory and pay for the cost of all tests and inspections, excepting those inspections performed at Contractor's request and expense. Contractor shall reimburse the District for any and all laboratory costs or other testing costs for any materials found to be not in compliance with the Contract Documents. At the District's discretion, District may elect to deduct laboratory or other testing costs for noncompliant materials from the Contract Price, and such deduction shall not constitute a withholding.

5.3 Costs for After Hours and/or Off Site Inspections

If the Contractor performs Work outside the Inspector's regular working hours or requests the Inspector to perform inspections off Site, costs of any inspections required outside regular working hours or off Site shall be borne by the Contractor and may be invoiced to the Contractor by the District or the District may deduct those expenses from the next Progress Payment.

6. CONTRACTOR

Contractor shall construct and complete, in a good and workmanlike manner, the Work for the Contract Price including any adjustment(s) to the Contract Price pursuant to provisions herein regarding changes to the Contract Price. Except as otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, permits (excluding DSA), fees, licenses, facilities, transportation, taxes, bonds and insurance, and services necessary for the proper execution and completion of the Work, except as indicated herein.

6.1 Status of Contractor

6.1.1 Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees and its Subcontractors shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to

Consultant's employees. Contractor is and shall at all times be wholly responsible for the manner in which it, its agents, and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. District shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

6.1.2 As required by law, Contractor and all Subcontractors shall be properly licensed and regulated by the Contractors State License Board, 9821 Business Park Drive, Sacramento, California 95827, <http://www.cslb.ca.gov>.

6.1.3 As required by law, Contractor and all Subcontractors shall be properly registered as public works contractors by the Department of Industrial Relations at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm> or current URL.

6.1.4 Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7.

6.1.5 [RESERVED]

6.1.6 Contractor represents that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Work required under this Contract and that no person having any such interest shall be employed by Contractor.

6.1.7 [RESERVED]

6.1.8 If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify the District in writing prior to making any contemplated change. The District shall determine in writing if Contractor's intended change is permissible while performing this Contract.

6.2 **Project Inspection Card(s)**

Contractor shall verify that forms DSA 152 (or the current version applicable at the time the Work is performed) are issued for the Project prior to the commencement of construction.

6.3 **Contractor's Supervision**

6.3.1 During progress of the Work, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, an experienced and competent project manager and construction superintendent who are employees of the Contractor, to whom the District does not object and at least one of whom shall be fluent in English, written and verbal.

6.3.2 The project manager and construction superintendent shall both speak fluently the predominant language of the Contractor's employees.

6.3.3 Before commencing the Work herein, Contractor shall give written notice to District of the name of its project manager and construction superintendent. Neither the Contractor's project manager nor construction superintendent shall be changed except with prior written notice to District. If the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, or to District, any of the District's employees, agents, the Construction Manager, or the Architect, the unsatisfactory project manager and/or construction superintendent shall be replaced. However, Contractor shall notify District in writing before any change occurs, but no less than two (2) business days prior. Any replacement of the project manager and/or construction superintendent shall be made promptly and must be satisfactory to the District. The Contractor's project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor's project manager and/or construction superintendent shall be as binding as if given to Contractor.

6.3.4 Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing, with a copy to District's Project Inspector(s). The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.4 Duty to Provide Fit Workers

6.4.1 Contractor and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Contractor to ensure compliance with this requirement. District may require Contractor to permanently remove unfit persons from Project Site.

6.4.2 Any person in the employ of Contractor or Subcontractor(s) whom District may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of District.

6.4.3 The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

6.4.4 Fingerprinting. Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, (A) that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

6.5 Field Office

6.5.1 Contractor shall provide a temporary office on the Site for the District's use exclusively, during the term of the Contract.

6.6 Purchase of Materials and Equipment

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays.

6.7 Documents on Work

6.7.1 Contractor shall at all times keep on the Site, or at another location as the District may authorize in writing, one legible copy of all Contract Documents, including Addenda and Change Orders, and Titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to District, Construction Manager, Architect, Architect's representatives, the Project Inspector(s), and all authorities having jurisdiction. Contractor shall be acquainted with and comply with the provisions of these titles as they relate to this Project. (See particularly the duties of Contractor, Title 24, Part 1, California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly Titles 8 and 17. Contractor shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of Title 24.

6.7.2 Daily Job Reports.

6.7.2.1 Contractor shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Contractor's employee(s) who are present on Site, and must include, at a minimum, the following information:

- 6.7.2.1.1** A brief description of all Work performed on that day.
- 6.7.2.1.2** A summary of all other pertinent events and/or occurrences on that day.
- 6.7.2.1.3** The weather conditions on that day.
- 6.7.2.1.4** A list of all Subcontractor(s) working on that day, including DIR registration numbers.
- 6.7.2.1.5** A list of each Contractor employee working on that day and the total hours worked for each employee.
- 6.7.2.1.6** A complete list of all equipment on Site that day, whether in use or not.
- 6.7.2.1.7** A complete list of all materials, supplies, and equipment delivered on that day.
- 6.7.2.1.8** A complete list of all inspections and tests performed on that day.

6.7.2.2 Each day Contractor shall provide a copy of the previous day's Daily Job Report to the District or the Construction Manager.

6.8 Preservation of Records

Contractor shall maintain, and District shall have the right to inspect, Contractor's financial records for the Project, including, without limitation, Job Cost Reports for the Project in compliance with the criteria set forth herein. The District shall have the right to examine and audit all Daily Job Reports or other Project records of Contractor's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, Job Cost Reports, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the District. These documents may be duplicative and/or be in addition to any Bid Documents held in escrow by the District. The Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency, if available, after the time set forth above.

6.9 Integration of Work

6.9.1 Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as District and/or Architect may direct.

6.9.2 Contractor shall make its own layout of lines and elevations and shall be responsible for the accuracy of both Contractor's and Subcontractors' work resulting therefrom.

6.9.3 Contractor and all Subcontractors shall take all field dimensions required in performance of the Work, and shall verify all dimensions and conditions on the Site. All dimensions affecting proper fabrication and installation of all Work must be verified prior to fabrication by taking field measurements of the true conditions. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the Work, Contractor shall bring such discrepancies to the attention of the District and Architect for adjustment before proceeding with the Work. In doing so, it is recognized that Contractor is not acting in the capacity of a licensed design professional, and that Contractor's examination is made in good faith to facilitate construction and does not create an affirmative responsibility of a design professional to detect errors, omissions or inconsistencies in the Contract Documents or to ascertain compliance with applicable laws, building codes or regulations. However, nothing in this provision shall abrogate Contractor's responsibilities for discovering and reporting any error, inconsistency, or omission pursuant to the Contract within the Contractor's standard of care including, without limitation, any applicable laws, ordinance, rules, or regulations. Following receipt of written notice from Contractor, the District and/or Architect shall inform Contractor what action, if any, Contractor shall take with regard to such discrepancies.

6.9.4 All costs caused by noncompliant, defective, or delayed Work shall be borne by Contractor, inclusive of repair work. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

6.9.5 Contractor shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with consent of District.

6.10 Notifications

6.10.1 Contractor shall notify the Architect and Project Inspector, in writing, of the commencement of construction of each and every aspect of the Work at least 48 hours in advance by submitting form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.

6.10.2 Contractor shall notify the Architect and Project Inspector, in writing, of the completion of construction of each and every aspect of the Work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector.

6.11 Obtaining of Permits, Licenses and Registrations

6.11.1 Contractor shall secure and pay for all permits (except DSA), licenses, registrations, approvals and certificates necessary for prosecution of Work, including but not limited to those listed in the Special Conditions, if any, before the date of the commencement of the Work or before the permits, licenses, registrations, approvals and certificates are legally required to continue the Work without interruption. The Contractor shall obtain and pay, only when legally required, for all licenses, registrations, approvals, permits, inspections, and inspection certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in the Contract. All final permits, licenses, registrations, approvals and certificates shall be delivered to District before demand is made for final payment.

6.11.2 General Permit For Storm Water Discharges Associated With Construction and Land Disturbance Activities.

6.11.2.1 Contractor acknowledges that all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities pursuant to the Clean Water Act and Porter Cologne Water Quality Act. District has determined that the construction of this Project requires enrollment in the Construction Storm Water Permit. District has filed certain submittals referred to as Permit Registration Documents ("PRDS") with the Regional Water Control Board ("Storm Water Pollution Prevention Plan" or "SWPPP").

6.11.2.2 Contractor shall comply with any District SWPPP that is approved by the District and applicable to the Project, at no additional cost to the District. Contractor shall pay any fees and any penalties that may imposed by a regulatory agency for its non-compliance with the SWPPP during the course of Work.

6.11.2.3 Contractor shall provide a Qualified Storm Water Practitioner ("QSP") at no additional cost to the District, who shall be onsite and implement and monitor any and all SWPPP requirements applicable to the Project, including but not limited to:

6.11.2.3.1 All required visual observations, sampling, analysis, reporting and record keeping, including any Numeric Action Levels ("NALs"), if applicable;

6.11.2.3.2 Rain Event Action Plan ("REAP") at least forty eight (48) hours prior to any forecasted rain event requiring implementation of the REAP, including any erosion and sediment control measures needed to protect all exposed portions of the site, if applicable;

6.11.2.3.3 Active Treatment System ("ATS"), if applicable; and

6.11.2.3.4 Best management practices ("BMPs").

6.12 Royalties and Patents

6.12.1 Contractor shall obtain and pay, only when legally required, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date that the license is legally required to continue the Work without interruption. Contractor shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold the District, the Architect, and the Construction Manager harmless and indemnify them from loss on account thereof except when a particular design, process, or make or model of product is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process, or product is an infringement of a patent or copyright, the Contractor shall indemnify and defend the District, Architect and Construction Manager against any loss or damage unless the Contractor promptly informs the District of its information.

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

6.13 Work to Comply With Applicable Laws and Regulations

6.13.1 Contractor shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that Drawings and Specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract Documents that may result in finished Work being at variance therewith, Contractor shall promptly notify District in writing and any changes deemed necessary by District shall be made as provided in Contract for changes in Work.

6.13.1.1 National Electrical Safety Code, U. S. Department of Commerce

6.13.1.2 National Board of Fire Underwriters' Regulations

6.13.1.3 International Building Code, latest addition, and the California Code of Regulations, title 24, and other amendments

6.13.1.4 Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America

6.13.1.5 Industrial Accident Commission's Safety Orders, State of California

6.13.1.6 Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes

6.13.1.7 Americans with Disabilities Act

6.13.1.8 Education Code of the State of California

6.13.1.9 Government Code of the State of California

6.13.1.10 Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies

6.13.1.11 Public Contract Code of the State of California

6.13.1.12 California Art Preservation Act

6.13.1.13 U. S. Copyright Act

6.13.1.14 U. S. Visual Artists Rights Act

6.13.2 Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.).

6.13.3 If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor shall bear all costs arising therefrom and arising from the correction of said Work.

6.13.4 Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies applicable at the time the Work is performed, and as determined by those bodies or agencies.

6.13.5 [RESERVED]

6.14 **Safety/Protection of Persons and Property**

6.14.1 The Contractor will be solely and completely responsible for conditions of the Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

6.14.2 The wearing of hard hats will be mandatory at all times for all personnel on Site. Contractor shall supply sufficient hard hats to properly equip all employees and visitors.

6.14.3 Any construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Site.

6.14.4 Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.

6.14.5 The Contractor shall furnish to the District a copy of the Contractor's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

6.14.6 Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by District. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

6.14.7 Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.

6.14.8 Hazards Control – Contractor shall store volatile wastes in covered metal containers and remove them from the Site daily. Contractor shall prevent accumulation of wastes that create hazardous conditions. Contractor shall provide adequate ventilation during use of volatile or noxious substances.

6.14.9 Contractor shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Name and position of person so designated shall be reported to District by Contractor.

6.14.10 Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.

6.14.11 Contractor shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

6.14.12 In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

6.14.13 All salvage materials will become the property of the Contractor and shall be removed from the Site unless otherwise called for in the Contract Documents. However, the District reserves the right to designate certain items of value that shall be turned over to the District unless otherwise directed by District.

6.14.14 All connections to public utilities and/or existing on-site services, including, without limitation, internet, phone and data connections, shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.

6.14.15 Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

6.14.16 The Contractor shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as required by the Architect. The Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefore. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the District and others.

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

6.14.18 Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Contractor shall enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site.

6.14.19 Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire and/or logos, or behavior will be permitted. District may require Contractor to temporarily or permanently remove non-complying persons from Project Site.

6.14.20 Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to District.

6.14.21 In the event that the Contractor enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by the District prior to the commencement of any Work on or about the adjacent property. The Contractor shall also indemnify the District as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

6.15 Working Evenings and Weekends

Contractor may be required to work increased hours, evenings, and/or weekends at no additional cost to the District. Contractor shall give the District seventy-two (72) hours' notice prior to performing any evening and/or weekend work. Contractor shall perform all evening and/or weekend work only upon District's approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Contractor shall reimburse the District for any increased or additional Inspector charges as a result of Contractor's increased hours, or evening and/or weekend work.

6.16 Cleaning Up

6.16.1 The Contractor shall provide all services, labor, materials, and equipment necessary for protecting and securing the Work, all school occupants, furnishings, equipment, and building structure from damage until its completion and final acceptance by District. Dust barriers shall be provided to isolate dust and dirt from construction operations. At completion of the Work and portions thereof, Contractor shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Contractor must erect the necessary warning signs and barricades to ensure the safety of all school occupants. The Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

6.16.2 Contractor at all times shall keep Premises, including property immediately adjacent thereto, free from debris such as waste, rubbish (including personal rubbish of workers, e.g., food wrappers, etc.), and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises (or surrounding property or neighborhood), but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, District may do so and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by the District as it deems necessary for continued operations. Contractor shall comply with all related provisions of the Specifications.

6.16.3 If the Construction Manager, Architect, or District observes the accumulation of trash and debris, the District will give the Contractor a 24-hour written notice to mitigate the condition.

6.16.4 Should the Contractor fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the District, the District may, at its sole

discretion, then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Contract Price.

6.17 No Relief from Obligations Based on Review by Other Persons

6.17.1 Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

7. SUBCONTRACTORS

7.1 Contractor shall provide the District with information for all Subcontracts as indicated in the Contractor's Submittals and Schedules Section herein.

7.2 No contractual relationship exists between the District and any Subcontractor, supplier, or sub-subcontractor by reason of this Contract.

7.3 Contractor agrees to bind every Subcontractor by terms of this Contract as far as those terms that are applicable to Subcontractor's work including, without limitation, all labor, wage & hour, apprentice and related provisions and requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to District for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, including Subcontractor caused Project delays, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications and/or the arrangement of the drawings are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

7.4 District's consent to, or approval of, or failure to object to, any Subcontractor under this Contract shall not in any way relieve Contractor of any obligations under this Contract and no such consent shall be deemed to waive any provisions of this Contract.

7.5 Contractor is directed to familiarize itself with sections 4100 through 4114 of the Public Contract Code of the State of California, as regards subletting and subcontracting, and to comply with all applicable requirements therein. In addition, Contractor is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein including, without limitation, section 1775 and the Contractor's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws.

7.6 No Contractor whose Bid is accepted shall, without consent of the awarding authority and in full compliance with section 4100 et seq. of the Public Contract Code, including, without limitation, sections 4107, 4107.5, and 4109 of the Public Contract Code, and section 1771.1 of the Labor Code, either:

7.6.1 Substitute any person as a Subcontractor in place of the Subcontractor designated in the original Bid; or

7.6.2 Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the original Subcontractor listed in the Bid; or

7.6.3 Sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor's total bid as to which his original bid did not designate a Subcontractor.

7.7 The Contractor shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

7.7.1 If the Contract is valued at \$1 million or more and uses, or plans to use, state bond funds, then Contractor is responsible for ensuring that first tier Subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses are prequalified by the District to work on the Project pursuant to Public Contract Code section 20111.6.

7.7.2 Contractor is responsible for ensuring that all Subcontractors are properly registered as public works contractors by the Department of Industrial Relations.

7.8 Contractor is solely responsible for settling any differences between the Contractor and its Subcontractor(s) or between Subcontractors.

7.9 Contractor must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these General Conditions.

8. OTHER CONTRACTS/CONTRACTORS

8.1 District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Contractor's Work with the work of other contractors.

8.2 In addition to Contractor's obligation to protect its own Work, Contractor shall protect the work of any other contractor that Contractor encounters while working on the Project.

8.3 If any part of Contractor's Work depends for proper execution or results upon work of District or any other contractor, the Contractor shall inspect and, before proceeding with its Work, promptly report to the District in writing any defects in District's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to District for District's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all District's or any other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in District's or any other contractor's work after execution of Contractor's Work and not caused by execution of Contractor's Work.

8.4 To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the District in writing any discrepancy between that executed work and the Contract Documents.

8.5 Contractor shall ascertain to its own satisfaction the scope of the Project and nature of District's or any other contracts that have been or may be awarded by District in prosecution of the Project to the end that Contractor may perform this Contract in light of the other contracts, if any.

8.6 Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. Contractor shall not cause any unnecessary hindrance or delay to the use and/or operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or Premises operation is likely to cause interference with performance of Contractor's Contract, Contractor shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the District of the resolution.

9. DRAWINGS AND SPECIFICATIONS

9.1 A complete list of all Drawings that form a part of the Contract is to be found as an index on the Drawings themselves, and/or may be provided to the Contractor and/or in the Table of Contents.

9.2 Materials or Work described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

9.3 Trade Name or Trade Term. It is not the intention of this Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

9.4 The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

9.5 Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Contractor observes that Drawings and Specifications are in conflict with the Contract Documents, Contractor shall promptly notify District and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.

9.6 In the case of discrepancy or ambiguity in the Contract Documents, the order of precedence in the Agreement shall prevail. However, in the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and

Specifications. In case of ambiguity, conflict, or lack of information, District will furnish clarifications with reasonable promptness.

9.7 Drawings and Specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. Contractor shall bear all expense of correcting work done contrary to said laws, ordinances, rules, and regulations.

9.8 As required by Section 4-317(c), Part 1, Title 24, CCR: "Should any existing conditions such as deterioration or non-complying construction be discovered which is not covered by the DSA-approved documents wherein the finished work will not comply with Title 24, California Code of Regulations, a construction change document, or a separate set of plans and specifications, detailing and specifying the required repair work shall be submitted to and approved by DSA before proceeding with the repair work."

9.9 Ownership of Drawings

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract Documents, are to be returned to District on request at completion of Work, or may be used by District as it may require without any additional costs to District. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. District hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

Contractor's submittals shall comply with the provisions and requirements of the Specifications including, without limitation Submittals.

10.1 Schedule of Work, Schedule of Submittals, and Schedule of Values

10.1.1 Within **TEN (10)** calendar days after the date of the Notice to Proceed (unless otherwise specified in the Specifications), the Contractor shall prepare and submit to the District for review, in a form supported by sufficient data to substantiate its accuracy as the District may require:

10.1.1.1 Preliminary Schedule. A preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by District, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task as well as all Contract milestones and each milestone's completion date(s) as may be required by the District.

10.1.1.1.1 The District is not required to approve a preliminary schedule of construction with early completion, i.e., one that shows early completion dates for the Work and/or milestones. Contractor shall not be entitled to extra compensation if the District approves a Construction Schedule with an early completion date and Contractor completes the Project beyond the date shown in the schedule but within the Contract Time. A Construction Schedule showing the Work completed in less than the Contract Time, the time between the early completion date and the end of the Contract Time shall be Float.

10.1.1.2 Preliminary Schedule of Values. A preliminary schedule of values for all of the Work, which must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Unless the Special Conditions contain different limits, this preliminary schedule of values shall include, at a minimum, the following information and the following structure:

10.1.1.2.1 Divided into at least the following categories:

- 10.1.1.2.1.1** Overhead and profit;
- 10.1.1.2.1.2** Supervision;
- 10.1.1.2.1.3** General conditions;
- 10.1.1.2.1.4** Layout;
- 10.1.1.2.1.5** Mobilization;
- 10.1.1.2.1.6** Submittals;
- 10.1.1.2.1.7** Bonds and insurance;
- 10.1.1.2.1.8** Close-out/Certification documentation;
- 10.1.1.2.1.9** Demolition;
- 10.1.1.2.1.10** Installation;
- 10.1.1.2.1.11** Rough-in;
- 10.1.1.2.1.12** Finishes;
- 10.1.1.2.1.13** Testing;
- 10.1.1.2.1.14** Punchlist and District acceptance.

10.1.1.2.2 And also divided by each of the following areas:

- 10.1.1.2.2.1** Site work;
- 10.1.1.2.2.2** By each building;
- 10.1.1.2.2.3** By each floor.

10.1.1.2.3 The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

- 10.1.1.2.3.1** Mobilization and layout combined to equal not more than 1%;
- 10.1.1.2.3.2** Submittals, samples and shop drawings combined to equal not more than 3%;
- 10.1.1.2.3.3** Bonds and insurance combined to equal not more than 2%.
- 10.1.1.2.3.4** Closeout documentation shall have a value in the preliminary schedule of not less than 5%.

10.1.1.2.4 Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

10.1.1.2.5 Contractor shall certify that the preliminary schedule of values as submitted to the District is accurate and reflects the costs as developed in preparing Contractor's bid. For example, without limiting the foregoing, Contractor shall not "front-load" the preliminary schedule of values with dollar amounts greater than the value of activities performed early in the Project.

10.1.1.2.6 The preliminary schedule of values shall be subject to the District's review and approval of the form and content thereof. In the event that the District objects to any portion of the preliminary schedule of values, the District shall notify the Contractor, in writing, of the District's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of the District's written objection(s), Contractor shall submit a revised preliminary schedule of values to the District for review and approval. The foregoing procedure for the preparation, review and approval of the preliminary schedule of values shall continue until the District has approved the entirety of the preliminary schedule of values.

10.1.1.2.7 Once the preliminary schedule of values is approved by the District, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted or withheld in the sole discretion of the District.

10.1.1.3 Preliminary Schedule of Submittals. A preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by District, this shall become the Submittal Schedule. All submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the District so as not to delay the Construction Schedule. Upon request by the District, Contractor shall provide an electronic copy of all submittals to the District. All submittals shall be submitted no later than 10 days after the Notice to Proceed.

10.1.1.4 Safety Plan. Contractor's Safety Plan specifically adapted for the Project. Contractor's Safety Plan shall comply with the following requirements:

10.1.1.4.1 All applicable requirements of California Division of Occupational Safety and Health ("CalOSHA") and/or of the United States Occupational Safety and Health Administration ("OSHA").

10.1.1.4.2 All provisions regarding Project safety, including all applicable provisions in these General Conditions.

10.1.1.4.3 Contractor's Safety Plan shall be in English and in the language(s) of the Contractor's and its Subcontractors' employees.

10.1.1.5 Complete Registered Subcontractors List. The name, address, telephone number, facsimile number, California State Contractors License number, classification, DIR registration number and monetary value of all Subcontracts of any tier for parties furnishing labor, material, or equipment for completion of the Project.

10.1.2 Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

10.1.3 The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

10.1.4 The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.1.5 All schedules must be approved by the District before Contractor can rely on them as a basis for payment.

10.2 Monthly Progress Schedule(s)

10.2.1 Contractor shall provide Monthly Progress Schedule(s) to the District. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed as well as updating the Registered Subcontractors List. The monthly Progress Schedule shall be sent within the timeframe requested by the District and shall be in a format acceptable to the District and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for District approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

10.2.2 Contractor shall submit Monthly Progress Schedule(s) with all payment applications.

10.2.3 Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

10.2.4 The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

10.2.5 The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.2.6 All schedules must be approved by the District before Contractor can rely on them as a basis for payment.

10.3 Material Safety Data Sheets (MSDS)

Contractor is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Site for any material requiring a Material Safety Data Sheet per the federal "Hazard Communication" standard, or employees' "right to know" law. The Contractor is also required to ensure proper labeling on substances brought onto the job site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the District.

10.4 Submittals

10.4.1 Architect's favorable review shall neither be construed as a complete check nor relieve the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called Architect's attention to the deviations at the time of submission and the Architect has given specific written response. "Favorable review" shall mean merely that Architect has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of Work proposed, or furnishing materials or equipment proposed.

11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

11.1 Site Investigation

Before bidding on this Work, Contractor shall make a careful investigation of the Site and thoroughly familiarize itself with the requirements of the Contract. By the act of submitting a bid for the Work included in this Contract, Contractor shall be deemed to have made a complete study and investigation, and to be familiar with and accepted the existing conditions of the Site.

Prior to commencing the Work, Contractor and the District's representative shall survey the Site to document the condition of the Site. Contractor will record the survey in digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey. This electronic record shall serve as a basis for determining any damages caused by the Contractor during the Project. The Contractor may also document any pre-existing conditions in writing, provided that both the Contractor and the District's representative agree on said conditions and sign a memorandum documenting the same.

11.2 Soils Investigation Report

11.2.1 When a soils investigation report obtained from test holes at Site or for the Project is available, that report may be available to the Contractor but shall not be a part of this Contract and shall not alleviate or excuse the Contractor's obligation to perform its own investigation. Any information obtained from that report or any information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of this Contract, and Contractor may not rely thereon. By submitting its bid, Contractor acknowledges that it has made visual examination of Site and has made whatever tests Contractor deems appropriate to

determine underground condition of soil. Although any such report is not a part of this Contract, recommendations from the report may be included in the Drawings, Specifications, or other Contract Documents. It is Contractor's sole responsibility to thoroughly review all Contract Documents, Drawings, and Specifications.

11.2.2 Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages if, during progress of Work, Contractor encounters subsurface or latent conditions at Site materially differing from those shown on Drawings or indicated in Specifications, or for unknown conditions of an unusual nature that differ materially from those ordinarily encountered in the work of the character provided for in Plans and Specifications, except as indicated in the provisions of these General Conditions regarding trenches, trenching, and/or existing utility lines.

11.3 Access to Work

District and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

11.4 Layout and Field Engineering

11.4.1 All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Contractor at its expense. This Work shall be done by a qualified, California-registered civil engineer approved in writing by District and Architect. Any required Record and/or As-Built Drawings of Site development shall be prepared by the approved civil engineer.

11.4.2 The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. Contractor shall follow best practices, including but not limited to potholing to avoid utilities. District shall not be liable for any claim for allowances because of Contractor's error, failure to follow best practices, or negligence in acquainting itself with the conditions at the Site.

11.4.3 Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of District and with District's approval.

11.5 Utilities

Utilities shall be provided as indicated in the Specifications.

11.6 Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

11.7 Surveys

Contractor shall provide surveys done by a California-licensed civil engineer surveyor to determine locations of construction, grading, and site work as required to perform the Work.

11.8 Regional Notification Center

The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the District the identification number. Any damages arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor and shall not be considered for an extension of the Contract Time.

11.9 Existing Utility Lines

11.9.1 Pursuant to Government Code section 4215, District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the Plans and Specifications. Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of District or the owner of a utility to provide for removal or relocation of such utility facilities.

11.9.2 Locations of existing utilities provided by District shall not be considered exact, but approximate within a reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care or costs of repair due to Contractor's failure to do so. District shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

11.9.3 No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require District to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines or whenever the presence of these utilities on the Site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.

11.9.4 If Contractor, while performing Work under this Contract, discovers utility facilities not identified by District in Contract Plans and Specifications, Contractor shall immediately notify the District and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the District shall be borne by the Contractor.

11.10 Notification

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the condition(s). Accordingly, failure of Contractor to promptly notify the District in writing, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages or delay incurred as a result of the condition(s).

11.11 Hazardous Materials

Contractor shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, Hazardous Materials Procedures and Requirements.

11.12 No Signs

Neither the Contractor nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences trailers, offices, or elsewhere on the Site without specific prior written approval of the District.

12. TRENCHES

12.1 Trenches Greater Than Five Feet

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

12.2 Excavation Safety

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

12.3 No Tort Liability of District

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

12.4 No Excavation without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CalOSHA excavation/shoring permit. Any

permits shall be prominently displayed on the Site prior to the commencement of any excavation.

12.5 Discovery of Hazardous Waste and/or Unusual Conditions

12.5.1 Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the Surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

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

12.5.1.2 Subsurface or latent physical conditions at the Site differing from those indicated.

12.5.1.3 Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

12.5.2 The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

12.5.3 In the event that a dispute arises between District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law that pertain to the resolution of disputes and protests.

13. INSURANCE AND BONDS

13.1 Insurance

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of Contractor and/or its Subcontractor(s) shall be at least as broad as the amounts and include the provisions set forth herein.

13.1.1 Commercial General Liability and Automobile Liability Insurance

13.1.1.1 Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from, or in connection with, operations under this Contract. This coverage shall be

provided in a form at least as broad as Insurance Services (ISO) Form CG 0001 11188. Contractor shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability coverage, and Automobile Liability Insurance coverage including owned, non-owned, and hired automobiles, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

13.1.1.2 Contractor's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed \$25,000 unless approved in writing by District.

13.1.1.3 All such policies shall be written on an occurrence form.

13.1.2 Excess Liability Insurance

13.1.2.1 If Contractor's underlying policy limits are less than required, subject to the District's sole discretion, Contractor may procure and maintain, during the life of this Contract, an Excess Liability Insurance Policy to meet the policy limit requirements of the required policies in order to satisfy, in the aggregate with its underlying policy, the insurance requirements herein..

13.1.2.2 There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall be written on a following form and shall protect Contractor, District, State, Construction Manager(s), Project Manager(s), and Architect(s) in amounts and including the provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

13.1.2.3 The District, in its sole discretion, may accept the Excess Liability Insurance Policy that brings Contractor's primary limits to the minimum requirements herein.

13.1.3 Subcontractor(s): Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with forms of coverage and limits equal to the amounts required of the Contractor.

13.1.4 Workers' Compensation and Employers' Liability Insurance

13.1.4.1 In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

13.1.4.2 Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain

Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employee engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

13.1.5 Builder's Risk Insurance: Builder's Risk "All Risk" Insurance

Contractor shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, rain, dust, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

13.1.6 Pollution Liability Insurance

13.1.6.1 Contractor shall procure and maintain Pollution Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant arising from operations under this Contract, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and/or gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. This coverage shall be provided in a form at least as broad as Insurance Services Offices, Inc. (ISO) Form CG 2415, or Contractor shall procure and maintain these coverages separately.

13.1.6.2 Contractor warrants that any retroactive date applicable to coverage under the policy shall predate the effective date of the Contract and that continuous coverage will be maintained or an extended reporting or discovery period will be exercised for a period of three (3) years, beginning from the time that the Work under the Contract is completed.

13.1.6.3 If Contractor is responsible for removing any pollutants from a site, then Contractor shall ensure that Any Auto, including owned, non-owned, and hired, is included within the above policies and at the required limits, to cover its automobile exposure from transporting the pollutants from the site to an

approved disposal site. This coverage shall include the Motor Carrier Act Endorsement, MCS 90.

13.1.7 Proof of Insurance and Other Requirements: Endorsements and Certificates

13.1.7.1 Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

13.1.7.2 Endorsements, certificates, and insurance policies shall include the following:

13.1.7.2.1 A clause stating the following, or other language acceptable to the District:

“This policy shall not be canceled until written notice to District, Architect, and Construction Manager stating date of the cancellation by the insurance carrier. Date of cancellation may not be less than thirty (30) days after date of mailing notice.”

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

13.1.7.2.3 All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.

13.1.7.2.4 All endorsements shall waive any right to subrogation against any of the named additional insureds.

13.1.7.2.5 Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

13.1.7.2.6 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

13.1.7.3 No policy shall be amended, canceled or modified, and the coverage amounts shall not be reduced, until Contractor or Contractor's broker has provided written notice to District, Architect(s), and Construction Manager(s) stating date of the amendment, modification, cancellation or reduction, and a description of the change. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.

13.1.7.4 Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Contractor's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by the Contractor and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover the Contractor and all Subcontractors for all claims made.

13.1.7.5 Unless otherwise stated in the Special Conditions, all of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than **A: VII**.

13.1.7.6 The insurance requirements set forth herein shall in no way limit the Contractor's liability arising out of or relating to the performance of the Work or related activities.

13.1.7.7 Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Contract.

13.1.8 Insurance Policy Limits

13.1.8.1 Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	\$2,000,000 per occurrence; \$4,000,000 aggregate
Automobile Liability	Any Auto – Combined Single Limit	\$1,000,000
Workers' Compensation		Statutory limits pursuant to State law
Employers' Liability		\$1,000,000
Builder's Risk (Course of Construction)		Issued for the value and scope of Work indicated herein.
Pollution Liability		\$1,000,000 per claim; \$2,000,000 aggregate

13.1.8.2 If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall

be deemed liability coverage for all actions it performs in connection with the Contract.

13.2 Contract Security - Bonds

13.2.1 Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

13.2.1.1 Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract.

13.2.1.2 Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

13.2.2 Cost of bonds shall be included in the Bid and Contract Price.

13.2.3 All bonds related to this Project shall be in the forms set forth in these Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

14. WARRANTY/GUARANTEE/INDEMNITY

14.1 Warranty/Guarantee

14.1.1 The Contractor shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

14.1.2 In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of **ONE (1)** year after the later of the following dates, unless a longer period is provided for in the Contract Documents:

14.1.2.1 The acceptance by the District's governing board of the Work, subject to these General Conditions, or

14.1.2.2 The date that commissioning for the Project, if any, was completed.

At the District's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **ONE (1)** year period from date of completion as defined above, unless a longer period is provided for in the Contract Documents, without expense whatsoever to District. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

14.1.3 If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of District operations, District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.

14.1.4 The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.

14.1.5 Nothing herein shall limit any other rights or remedies available to District.

14.2 Indemnity and Defense

14.2.1 To the furthest extent permitted by California law, the Contractor shall indemnify, keep and hold harmless the District, the Architect(s), and the Construction Manager(s), their respective consultants, separate contractors, board members, officers, representatives, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, injury, damages, losses, and expenses ("Claims"), including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent the Claim(s) is/are caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. This indemnification and hold harmless obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist or arise as to any Indemnitee or other person described herein. This indemnification and hold harmless obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR.

14.2.2 To the furthest extent permitted by California law, Contractor shall also defend Indemnitees, at its own expense, including but not limited to attorneys' fees and costs, against all Claims caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, without impacting Contractor's obligation to provide an immediate and ongoing defense of Indemnitees, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or

defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnitees. If any Indemnitee provides its own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse such Indemnitee for any expenditures. Contractor's defense obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any Indemnitee or other person described herein. Contractor's defense obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR. The Contractor shall give prompt notice to the District in the event of any Claim(s).

14.2.3 Without limitation of the provisions herein, if the Contractor's obligation to indemnify and hold harmless the Indemnitees or its obligation to defend Indemnitees as provided herein shall be determined to be void or unenforceable, in whole or in part, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein. Further, the Contractor shall be and remain fully liable on its agreements and obligations herein to the fullest extent permitted by law.

14.2.4 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party Claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

14.2.5 In any and all Claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

14.2.6 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such Claims or until the District, Architect(s) and Construction Manager(s) have received written agreement from the Contractor that they will unconditionally defend the District, Architect(s) and Construction Manager(s), their respective officers, agents and employees, and pay any damages due by reason of settlement or judgment.

14.2.7 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, the warranty/guarantee period, and the termination of the Contract.

15. TIME

15.1 Notice to Proceed

15.1.1 District may issue a Notice to Proceed within ninety (90) days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

15.1.2 In the event that the District desires to postpone issuing the Notice to Proceed beyond ninety (90) days from the date of the Notice of Award, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

15.1.3 If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, Contractor may terminate the Contract. Contractor's termination due to a postponement shall be by written notice to District within ten (10) days after receipt by Contractor of District's notice of postponement. It is further understood by Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement. Should Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.

15.2 Computation of Time / Adverse Weather

15.2.1 The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor in compliance with the time extension request procedures and only if all of the following conditions are met:

15.2.1.1 The weather conditions constitute Adverse Weather, as defined herein;

15.2.1.2 Contractor can verify that the Adverse Weather caused delays in excess of five (5) hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

15.2.1.3 The Contractor's crew is dismissed as a result of the Adverse Weather;

15.2.1.4 Said delay adversely affects the critical path in the Construction Schedule; and

15.2.1.5 Exceeds twelve (12) days of delay per year.

15.2.2 If the aforementioned conditions are met, a non-compensable day-for-day extension will only be allowed for those days in excess of those indicated herein.

15.2.3 The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.

15.2.4 The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

15.3 Hours of Work

15.3.1 Sufficient Forces

Contractor and Subcontractors shall continuously furnish sufficient and competent work forces with the required levels of familiarity with the Project and skill, training and experience to ensure the prosecution of the Work in accordance with the Construction Schedule.

15.3.2 Performance During Working Hours

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

15.3.3 No Work during State Testing

Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests. The District or District's Representative will provide Contractor with a schedule of test dates concurrent with the District's issuance of the Notice to Proceed, or as soon as test dates are made available to the District.

15.4 Progress and Completion

15.4.1 Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

15.4.2 No Commencement Without Insurance or Bonds

The Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance or bonds. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District claim for damages.

15.5 Schedule

Contractor shall provide to District, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in the Notice to Proceed and the Contractor's Submittals and Schedules section of these General Conditions.

15.6 Expeditious Completion

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

16.1 Liquidated Damages

Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

16.2 Excusable Delay

16.2.1 Contractor shall not be charged for liquidated damages because of any delays in completion of the Work which are not the fault of Contractor or its Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within five (5) calendar days of beginning of any delay, including a Force Majeure event, notify District in writing of causes of delay including documentation and facts explaining the delay and the direct correlation between the cause and effect. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

16.2.2 Contractor shall notify the District pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the District may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

16.2.3 In the event the Contractor requests an extension of Contract Time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. If the Contractor fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

16.2.3.1 The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

16.2.3.2 Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. In particular, Contractor must show an actual impact to the schedule, after making a good faith effort to mitigate the delay by rescheduling the work, by providing an analysis of the schedule ("Time Impact Analysis"). Such Time Impact Analysis shall describe in detail the cause and effect of the delay and the impact on the critical dates in the Project schedule. (A portion of any delay of seven (7) days or more must be provided.)

16.2.3.3 A recovery schedule must be submitted within twenty (20) calendar days of written notification to the District of causes of delay.

16.3 No Additional Compensation for Delays Within Contractor's Control

16.3.1 Contractor is aware that governmental agencies, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Accordingly, Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Contractor is not entitled to make a claim for damages or delays arising from the review of Contractor's drawings.

16.3.2 Contractor shall only be entitled to compensation for delay when all of the following conditions are met:

16.3.2.1 The District is responsible for the delay;

16.3.2.2 The delay is unreasonable under the circumstances involved;

16.3.2.3 The delay was not within the contemplation of the District and Contractor;

16.3.2.4 The delay could not have been avoided or mitigated by Contractor's reasonable diligence; and

16.3.2.5 Contractor timely complies with the claims procedure of the Contract Documents.

16.3.3 Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct costs, provided that Contractor can demonstrate such additional costs are:

16.3.3.1 Actually incurred performing the Work;

16.3.3.2 Not compensated by the Markup allowed; and

16.3.3.3 Directly result from the extended Contract Time.

Contractor shall comply with all required procedures, documentation and time requirements in the Contract Documents. Contractor may not seek or recover such costs using formulas (e.g. Eichleay, labor factors).

16.4 Force Majeure

“Force Majeure” means any event or circumstance unknown at the time of contracting that is beyond the parties’ control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party’s intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party’s inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government. Force Majeure shall not be based on a Party’s financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. No obligation that arose before the Force Majeure event that could and should have been fully performed before such Force Majeure event is excused as a result of such Force Majeure event.

16.5 Float or Slack in the Schedule

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the District or the Contractor, but its use shall be determined solely by the District.

17. CHANGES IN THE WORK

17.1 No Changes Without Authorization

17.1.1 There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's governing board has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive in advance of the changed Work being performed. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted and approved in writing in the Change Order or Construction Change Directive. Contractor shall be responsible for any costs incurred by the District for professional services and DSA fees and/or delay to

the Project Schedule, if any, for DSA to review any request for changes to the DSA approved plans and specifications for the convenience of the Contractor and/or to accommodate the Contractor's means and methods. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

17.1.2 Contractor shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.

17.1.3 Should any Change Order result in an increase in the Contract Price or extend the Contract Time, the cost of or length of extension in that Change Order shall be agreed to, in writing, by the District in advance of the Work by Contractor, and shall be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Contractor proceeds with any change in Work without a Change Order executed by the District or Construction Change Directive, Contractor waives any claim of additional compensation or time for that additional work. Under no circumstances shall Contractor be entitled to any claim of additional compensation or time not expressly requested by Contractor in a Proposed Change Order or approved by District in an executed Change Order.

17.1.4 A Change Order or Construction Change Directive will become effective when approved by the Board, notwithstanding that Contractor has not signed it. A Change Order or Construction Change Directive will become effective without Contractor's signature provided District indicates it as a "Unilateral Change Order". Any dispute as to the adjustment in the Contract Price or Contract Time, if any, of the Unilateral Change Order shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

17.1.5 Contractor understands, acknowledges, and agrees that the reason for District authorization is so that District may have an opportunity to analyze the Work and decide whether the District shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

17.2 Architect Authority

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, by Architect's response(s) to RFI(s), or by Architect's Supplemental Instructions ("ASI").

17.3 Change Orders

17.3.1 A Change Order is a written instrument prepared and issued by the District and/or the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, the Architect, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:

17.3.1.1 A description of a change in the Work;

17.3.1.2 The amount of the adjustment in the Contract Price, if any; and

17.3.1.3 The extent of the adjustment in the Contract Time, if any.

17.4 **Construction Change Directives**

17.4.1 A Construction Change Directive is a written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work. The District may, as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. The adjustment to the Contract Price or Time, if any, is subject to the provisions of this section regarding Changes in the Work. If all or a portion of the Project is being funded by funds requiring approval by the State Allocation Board ("SAB"), these revisions may be subject to compensation once approval of same is received and funded by the SAB, and funds are released by the Office of Public School Construction ("OPSC"). Any dispute as to the adjustment in the Contract Price, if any, of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

17.4.2 The District may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

17.5 **Force Account Directives**

17.5.1 When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Contractor for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the District and compensation will be determined as set forth herein.

17.5.2 The District will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the District.

17.5.3 All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, the District will only pay for actual costs verified in the field by the District or its authorized representative(s) on a daily basis.

17.5.4 The Contractor shall be responsible for all cost related to the administration of Force Account Directive. The markup for overhead and profit for Contractor modifications shall be full compensation to the Contractor to administer Force Account Directive, and Contractor shall not be entitled to separately recover additional amounts for overhead and/or profit.

17.5.5 The Contractor shall notify the District or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor shall notify the District when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the District. The Contractor will not be compensated for force account work in the event that the Contractor fails to timely

notify the District regarding the commencement of force account work, or exceeding the force account budget.

17.5.6 The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report using Document 00 63 47, "Daily Force Account Report," no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The District will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Contractor for their records. The District will not sign, nor will the Contractor receive compensation for work the District cannot verify. The Contractor will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

17.5.7 In the event the Contractor and the District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Contractor's signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

17.6 Price Request

17.6.1 Definition of Price Request

A Price Request is a written request prepared by the Architect requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time.

17.6.2 Scope of Price Request

A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required herein. The Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

17.7 Proposed Change Order

17.7.1 Definition of Proposed Change Order

A Proposed Change Order ("PCO") is a written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

17.7.2 Changes in Contract Price

A PCO shall include breakdowns and backup documentation pursuant to the revisions herein and sufficient, in the District's judgment, to validate any change in Contract Price. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional compensation for Change Order Work.

17.7.3 Changes in Time

A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. The Contractor shall justify the proposed change in time by submittal of a schedule analysis that accurately shows the impact of the change on the critical path of the Construction Schedule ("Time Impact Analysis"). If Contractor fails to request a time extension in a PCO, including the Time Impact Analysis, then the Contractor is thereafter precluded from requesting, and waives any right to request, additional time and/or claim a delay. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional time for Change Order Work. A PCO that leaves the amount of time requested blank, or states that such time requested is "to be determined", is not permitted and shall also constitute a waiver of any right to request additional time and/or claim a delay.

17.7.4 Allowances

If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

Any unused portion of the Allowance will revert to the District documented by a deductive Change Order. Contractor authorizes the District to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

17.7.5 Unknown and/or Unforeseen Conditions

Separate from what is provided in the Allowance, if Contractor requests an increase in Contract Price and/or Contract Time that is based at least partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the District's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the PCO as unsubstantiated, and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

17.7.6 Time to Submit Proposed Change Order

Contractor shall submit its PCO, using Document 00 63 57 (Proposed Change Order Form), within five (5) working days of the date Contractor discovers, or reasonably should have discovered, the circumstances giving rise to the PCO, unless additional time to submit a PCO is granted in writing by the District. Time is of the essence in Contractor's submission of PCOs so that the District can promptly investigate the

basis for the PCO. Accordingly, if Contractor fails to submit its PCO within this timeframe, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time based on circumstances giving rise to the PCO.

17.7.7 Proposed Change Order Certification

In submitting a PCO, Contractor certifies and affirms that the cost and/or time request is submitted in good faith, that the cost and/or time request is accurate and in accordance with the provisions of the Contract Documents, and the Contractor submits the cost and/or request for extension of time recognizing the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section 12650 et seq.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

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17.8 Format for Proposed Change Order

17.8.1 The following format shall be used as applicable by the District and the Contractor (e.g. Change Orders, PCO’s) to communicate proposed additions and deductions to the Contract, supported by attached documentation. Any spaces left blank will be deemed no change to cost or time.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers’ invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add Overhead and Profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add General Conditions Cost</u> (if Time is Compensable) (attach supporting documentation)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (h)		
(j)	<u>Subtotal</u>		
(k)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (j)		
(l)	<u>TOTAL</u>		
(m)	<u>Time</u> (zero unless indicated; “TBD” not permitted)	_____ Calendar Days	

	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(d)	<u>Add General Conditions Cost</u> (if Time is Compensable) (attach supporting documentation)		
(e)	<u>Subtotal</u>		
(f)	<u>Add Overhead and Profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (e)		
(g)	<u>Subtotal</u>		
(h)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (g)		
(i)	<u>TOTAL</u>		
(j)	<u>Time</u> (zero unless indicated; “TBD” not permitted)	_____ Calendar Days	

17.8.2 Mandatory Use of Forms. Contractor shall only submit PCOs by completing Document 00 63 57 (Proposed Change Order Form). Contractor acknowledges and agrees that use of this specific and consistent format is essential to District's evaluation of PCOs. Accordingly, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time for any purported PCO that does not comply with Document 00 63 57 (Proposed Change Order Form).

17.8.3 Labor. Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be the actual cost, use of any formulas (e.g. labor factors) is not allowed, not to exceed prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work, fully Burdened. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, coordination and assembly of materials and information relating to the change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof, including but not limited to the cost for the job superintendent. If applicable, District will pay Contractor the reasonable costs for room and board, supported with appropriate backup documentation, without markup for profit or overhead as provided by U.S. General Services Administration per diem rates for California lodging, meals and incidentals, <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>.

17.8.4 Materials. Contractor shall be compensated for the costs of materials necessarily and actually used or consumed in connection with the performance of the change in the Work. Costs of materials may include reasonable costs of transportation from a source closest to the Site of the Work and delivery to the Site. If discounts by material suppliers are available for materials necessarily used in the performance of the change in the Work, they shall be credited to the District. If materials necessarily used in the performance of the change in the Work are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefor shall not exceed the current wholesale price for such materials. If, in the reasonable opinion of the District, the costs asserted by the Contractor for materials in connection with any change in the Work are excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials from its supplier or vendor of the same, the costs of such materials and the District's obligation to pay for the same shall be limited to the then lowest wholesale price at which similar materials are available in the quantities required to perform the change in the Work. The District may elect to furnish materials for the change in the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials or any mark-up thereon.

17.8.5 Equipment. As a precondition to the District's duty to pay for Equipment rental or loading and transportation, Contractor shall provide satisfactory evidence of the actual costs of Equipment from the supplier, vendor or rental agency of same. Contractor shall be compensated for the actual cost of the necessary and direct use of Equipment in the performance of the change in the Work. Use of such Equipment in the performance of the change in the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Equipment moved by its own power shall include time required to move such Equipment to the site of the Work from the nearest available rental source of the same. If Equipment is not moved to the Site

by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Equipment is used for performance of any portion of the Work other than the change in the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, the Project Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. Contractor shall not be entitled to an allowance or any other compensation for Equipment or tools used in the performance of change in the Work where such Equipment or tools have a replacement value of \$500.00 or less. Equipment costs claimed by the Contractor in connection with the performance of any Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the District, the allowable rate for the use of Equipment in connection with the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Equipment operator), and any and all other costs incurred by the Contractor incidental to the use of such Equipment.

17.8.6 General Conditions Cost. The phrase "General Conditions Cost" shall mean, other than expressly limited or excluded herein, the costs of Contractor during the construction phase, including but not limited to: payroll costs for project manager for Work conducted at the Site, payroll costs for the superintendent and full-time general foremen, workers not included as direct labor costs engaged in support functions (e.g., loading/unloading, clean-up), costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the Site, costs of consultants not in the direct employ of Contractor or Subcontractors, and fees for permits and licenses.

17.8.7 Overhead and Profit. The phrase "Overhead and Profit" shall include field and office supervisors and assistants, watchperson, use of small tools, consumable, insurance other than construction bonds and insurance required herein, general conditions costs and home office expenses.

17.9 Change Order Certification

17.9.1 All Change Orders and PCOs include the following certification by the Contractor, either in the form specifically or incorporated by this reference:

17.9.1.1 The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

17.9.1.2 It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

17.9.2 Accord and Satisfaction: Contractor's execution of any Change Order shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim.

17.9.3 Mandatory Use of Forms. Contractor shall only submit Change Orders by completing Document 00 63 63 (Change Order Form). Contractor acknowledges and agrees that use of this specific and consistent format is essential to District's processing of Change Orders. Accordingly, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time for any change that does not comply with Document 00 63 63 (Change Order Form).

17.10 Determination of Change Order Cost

17.10.1 The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the District's discretion:

17.10.1.1 District acceptance of a PCO;

17.10.1.2 By unit prices contained in Contractor's original bid;

17.10.1.3 By agreement between District and Contractor.

17.11 Deductive Change Orders

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the Contract, the reasonable value of the deducted work less the value of work performed shall be considered the appropriate deduction. The value submitted on the Schedule of Values shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. Unit Prices, if any, may be used in District's discretion in calculating reasonable value. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

17.12 Addition or Deletion of Alternate Bid Item(s)

If the Bid Form and Proposal includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add or delete any such Alternate Bid Item(s) if not included in the Contract at the time of award. If the District elects to add or delete Alternate Bid Item(s) after Contract award, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Bid Form and Proposal unless the parties agree to a different price and the Contract Time shall be adjusted by the number of days allocated in the Contract Documents. If days are not allocated in the Contract Documents, the Contract Time shall be equitably adjusted.

17.13 Discounts, Rebates, and Refunds

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

17.14 Accounting Records

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Contractor shall keep and maintain cost-accounting records satisfactory to the District, including, without limitation, Job Cost Reports as provided in these General Conditions, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents. Such records shall include without limitation hourly records for Labor and Equipment and itemized records of materials and Equipment used that day in connection with the performance of any Work. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect or the Project Inspector upon request. In the event that the Contractor fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records, the District's reasonable good faith determination of the extent of adjustment to the Contract Price shall be final, conclusive, dispositive and binding upon Contractor.

17.15 Notice Required

If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the provisions herein, including the Article on Claims and Disputes. No claim shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

17.16 Applicability to Subcontractors

Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

17.17 Alteration to Change Order Language

Contractor shall not alter Change Orders or reserve time in Change Orders. Change Orders altered in violation of this provision, if in conflict with the terms set forth herein, shall be construed in accordance with the terms set forth herein. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

17.18 Failure of Contractor to Execute Change Order

Contractor shall be in default of the Contract if Contractor fails to execute a Change Order when the Contractor agrees with the addition and/or deletion of the Work in that Change Order.

18. REQUEST FOR INFORMATION

18.1 Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price, Contract Time, or the Contract Documents. Upon request by the District, Contractor shall provide an electronic copy of the Request for Information in addition to the hard copy.

18.2 The Contractor shall be responsible for any costs incurred for professional services that District may deduct from any amounts owing to the Contractor, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. District, at its sole discretion, shall deduct from and/or invoice Contractor for all the professional services arising herein.

19. PAYMENTS

19.1 Contract Price

The Contract Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents.

19.2 Applications for Progress Payments

19.2.1 Procedure for Applications for Progress Payments

19.2.1.1 Application for Progress Payment

19.2.1.1.1 Not before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the District and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following or each portion thereof unless waived by the District in writing:

19.2.1.1.1.1 The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

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

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

19.2.1.1.1.4 A certification that the As-Built Drawings and annotated Specifications are current;

19.2.1.1.1.5 Itemized breakdown of work done for the purpose of requesting partial payment;

19.2.1.1.1.6 An updated and acceptable construction schedule in conformance with the provisions herein;

19.2.1.1.1.7 The additions to and subtractions from the Contract Price and Contract Time;

19.2.1.1.1.8 A total of the retentions held;

19.2.1.1.1.9 Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

19.2.1.1.1.10 The percentage of completion of the Contractor's Work by line item;

19.2.1.1.1.11 Schedule of Values updated from the preceding Application for Payment;

19.2.1.1.1.12 A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 8132 from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

19.2.1.1.1.13 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment(s); and

19.2.1.1.1.14 A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application has been completed in accordance with the Contract Documents for the Project. The Contractor further warrants that all amounts have been paid for work which previous Certificates for Payment were issued and payments received and all Work performed as of the date

of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

19.2.1.1.1.15 The Contractor shall be subject to the False Claims Act set forth in Government Code section 12650 et seq. for information provided with any Application for Progress Payment.

19.2.1.1.1.16 All remaining certified payroll records ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment. As indicated herein, the District shall not make any payment to Contractor until:

19.2.1.1.1.16.1 Contractor and/or its Subcontractor(s) provide electronic CPRs directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project for any journeyman, apprentice, worker or other employee was employed in connection with the Work, or within ten (10) days of any request by the District or the DIR to the requesting entity, and

19.2.1.1.1.16.2 Any delay in Contractor and/or its Subcontractor(s) providing CPRs in a timely manner may directly delay the Contractor's payment.

19.2.1.1.2 Applications received after June 20th will not be paid until the second week of July and applications received after December 12th will not be paid until the first week of January.

19.2.2 Prerequisites for Progress Payments

19.2.2.1 First Payment Request: The following items, if applicable, must be completed before the District will accept and/or process the Contractor's first payment request:

19.2.2.1.1 Installation of the Project sign;

19.2.2.1.2 Installation of field office;

19.2.2.1.3 Installation of temporary facilities and fencing;

19.2.2.1.4 Schedule of Values;

19.2.2.1.5 Contractor's Construction Schedule;

19.2.2.1.6 Schedule of unit prices, if applicable;

- 19.2.2.1.7** Submittal Schedule;
- 19.2.2.1.8** Receipt by Architect of all submittals due as of the date of the payment application;
- 19.2.2.1.9** Copies of necessary permits;
- 19.2.2.1.10** Copies of authorizations and licenses from governing authorities;
- 19.2.2.1.11** Initial progress report;
- 19.2.2.1.12** Surveyor qualifications;
- 19.2.2.1.13** Written acceptance of District's survey of rough grading, if applicable;
- 19.2.2.1.14** List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;
- 19.2.2.1.15** All bonds and insurance endorsements; and
- 19.2.2.1.16** Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

19.2.2.2 Second Payment Request: The District will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.

19.2.2.3 No Waiver of Criteria: Any payments made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

19.3 Progress Payments

19.3.1 District's Approval of Application for Payment

19.3.1.1 Upon receipt of an Application for Payment, The District shall act in accordance with both of the following:

19.3.1.1.1 Each Application for Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

19.3.1.1.2 Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the

District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

19.3.1.1.3 An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the District.

19.3.1.2 The District's review of the Contractor's Application for Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

19.3.1.2.1 Observation of the Work for general conformance with the Contract Documents,

19.3.1.2.2 Results of subsequent tests and inspections,

19.3.1.2.3 Minor deviations from the Contract Documents correctable prior to completion, and

19.3.1.2.4 Specific qualifications expressed by the Architect.

19.3.1.3 District's approval of the certified Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.

19.3.2 Payments to Contractor

19.3.2.1 Within thirty (30) days after approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

19.3.2.2 The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

19.3.2.3 If the District fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the Contractor, the District shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

19.3.3 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment.

19.4 Decisions to Withhold Payment

19.4.1 Reasons to Withhold Payment

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to any of the following:

19.4.1.1 Defective Work not remedied within **FORTY-EIGHT (48)** hours of written notice to Contractor.

19.4.1.2 Stop Payment Notices or other liens served upon the District as a result of the Contract. Contractor agrees that the District may withhold up to 125% of the amount claimed in the Stop Payment Notice to answer the claim and to provide for the District's reasonable cost of any litigation pursuant to the stop payment notice.

19.4.1.3 Written notice to withhold payment from Contractor by payment and/or performance bond surety(ies).

19.4.1.4 Liquidated damages assessed against the Contractor.

19.4.1.5 The cost of completion of the Contract if there exists a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the completion date.

19.4.1.6 Damage to the District or other contractor(s).

19.4.1.7 Unsatisfactory prosecution of the Work by the Contractor.

19.4.1.8 Failure to store and properly secure materials.

19.4.1.9 Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports.

19.4.1.10 Failure of the Contractor to maintain As-Built Drawings.

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

19.4.1.12 Unauthorized deviations from the Contract Documents.

19.4.1.13 Failure of the Contractor to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates.

19.4.1.14 Failure to provide acceptable electronic certified payroll records, as required by the Labor Code, by these Contract Documents, or by written request; for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or by each Subcontractor in connection with the Work for the period of the Application for Payment or if payroll records are delinquent or inadequate.

19.4.1.15 Failure to properly pay prevailing wages as required in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements, and/or failure to comply with labor compliance monitoring and enforcement by the DIR.

19.4.1.16 Allowing an unregistered subcontractor, as described in Labor Code section 1725.5, to engage in the performance of any work under this Contract.

19.4.1.17 Failure to comply with any applicable federal statutes and regulations regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon Act and related requirements, Contract Work Hours and Safety Standards Act requirements, if applicable.

19.4.1.18 Failure to properly maintain or clean up the Site.

19.4.1.19 Failure to timely indemnify, defend, or hold harmless the District.

19.4.1.20 Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits.

19.4.1.21 Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents.

19.4.1.22 Failure to pay any royalty, license or similar fees.

19.4.1.23 Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract.

19.4.1.24 Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any penalties or fines therefore whether imposed on the District or Contractor.

19.4.2 Reallocation of Withheld Amounts

19.4.2.1 District may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then that amount shall be considered a payment made under Contract

by District to Contractor and District shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of funds disbursed on behalf of Contractor.

19.4.2.2 If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after **FORTY-EIGHT (48)** hours' written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. The District shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred fifty percent (150%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

19.4.3 Payment After Cure

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

19.5 Subcontractor Payments

19.5.1 Payments to Subcontractors

No later than seven (7) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

19.5.2 No Obligation of District for Subcontractor Payment

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

19.5.3 Joint Checks

District shall have the right in its sole discretion, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, or a material or equipment supplier, any obligation from the District to such Subcontractor or a material or equipment supplier, or rights in such Subcontractor or a material or equipment supplier against the District.

20. COMPLETION OF THE WORK

20.1 Completion

20.1.1 District will accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District.

20.1.2 The Work may only be accepted as complete by action of the governing board of the District.

20.1.3 District, at its sole option, may accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within fifteen (15) days after the date of the District's acceptance of completion, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

20.1.4 At the end of the 15-day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Contract Price, and/or District's right to perform the Work of the Contractor.

20.2 Close-Out/Certification Procedures

20.2.1 Punch List

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

20.2.2 Close-Out/Certification Requirements

20.2.2.1 Utility Connections

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

20.2.2.2 Record Drawings and Record Specifications

20.2.2.2.1 Contractor shall provide exact Record Drawings of the Work ("As-Builts") and Record Specifications upon completion of the Project and as a condition precedent to approval of final payment.

20.2.2.2.2 Contractor shall obtain the Inspector's approval of the corrected prints and employ a competent draftsman to transfer the Record Drawings information to the most current version of AutoCAD that is, at that time, currently utilized for plan check submission by either the District, the

Architect, OPSC, and/or DSA, and print a complete set of transparent sepias. When completed, Contractor shall deliver corrected sepias and diskette/CD/other data storage device acceptable to District with AutoCAD file to the District.

20.2.2.2.3 Contractor is liable and responsible for any and all inaccuracies in the Record Drawings and Record Specifications, even if inaccuracies become evident at a future date.

20.2.2.3 Construction Storm Water Permit, if applicable

Contractor shall submit to District all electronic or hard copy records required by the Construction Storm Water Permit, if applicable, within seven (7) days of Completion of the Project.

20.2.2.4 Maintenance Manuals: Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

20.2.2.5 Source Programming: Contractor shall provide all source programming for all items in the Project.

20.2.2.6 Verified Reports: Contractor shall completely and accurately fill out and file forms DSA 6-C or DSA 152 (or current form), as appropriate. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

20.3 Final Inspection

20.3.1 Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List without District's prior written approval. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and District acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2 Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the District its final Application for Payment.

20.3.3 Final Inspection Requirements

20.3.3.1 Before calling for final inspection, Contractor shall determine that the following have been performed:

20.3.3.1.1 The Work has been completed.

- 20.3.3.1.2** All life safety items are completed and in working order.
- 20.3.3.1.3** Mechanical and electrical Work including, without limitation, security system, data, and fire alarm, are complete and tested, fixtures are in place, connected, and ready for tryout.
- 20.3.3.1.4** Electrical circuits scheduled in panels and disconnect switches labeled.
- 20.3.3.1.5** Painting and special finishes complete.
- 20.3.3.1.6** Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.
- 20.3.3.1.7** Tops and bottoms of doors sealed.
- 20.3.3.1.8** Floors waxed and polished as specified.
- 20.3.3.1.9** Broken glass replaced and glass cleaned.
- 20.3.3.1.10** Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.
- 20.3.3.1.11** Work cleaned, free of stains, scratches, and other foreign matter, and damaged and broken material replaced.
- 20.3.3.1.12** Finished and decorative work shall have marks, dirt, and superfluous labels removed.
- 20.3.3.1.13** Final cleanup, as provided herein.

20.4 Costs of Multiple Inspections

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

20.5 Partial Occupancy or Use Prior to Completion

20.5.1 District's Rights to Occupancy

The District may occupy or use any completed or partially completed portion of the Work at any stage, and such occupancy shall not constitute the District's Final Acceptance of any part of the Work. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. In the event that the District occupies or uses any completed or partially completed portion of the Work, the Contractor shall remain responsible for payments, security, maintenance, heat, utilities, damage to

the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents unless the Contractor requests in writing, and the District agrees, to otherwise divide those responsibilities. Any dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

20.5.2 Inspection Prior to Occupancy or Use

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

20.5.3 No Waiver

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or District's acceptance of the Work not complying with the requirements of the Contract Documents.

21. FINAL PAYMENT AND RETENTION

21.1 Final Payment

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The District shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon District's acceptance of the Work of the Contractor as fully complete by the Governing Board of the District (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from the District, pay the amount due Subcontractors.

21.2 Prerequisites for Final Payment

The following conditions must be fulfilled prior to Final Payment:

21.2.1 A full release of all Stop Payment Notices served in connection with the Work shall be submitted by Contractor.

21.2.2 A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 8136, from the Contractor and each subcontractor of any tier and supplier to be paid from the final payment.

21.2.3 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134, from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payments.

21.2.4 A duly completed and executed Document 00 65 19.26, "AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS" from the Contractor.

21.2.5 The Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.

21.2.6 Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

21.2.7 Contractor must have completed all requirements set forth under "Close-Out/Certification Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

21.2.8 Architect shall have issued its written approval that final payment can be made.

21.2.9 The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents, which must be approved by the District.

21.2.10 The Contractor shall have completed final clean-up as provided herein.

21.3 Retention

21.3.1 The retention, less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid:

21.3.1.1 After approval by the Architect of the Application and Certificate of Payment,

21.3.1.2 After the satisfaction of the conditions set forth herein, and

21.3.1.3 After forty-five (45) days after the recording of the Notice of Completion by District.

21.3.2 No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor pursuant to Public Contract Code section 22300.

21.4 Substitution of Securities

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

22. UNCOVERING OF WORK

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be corrected, replaced, and/or recovered at the Contractor's expense without change in the Contract Price or Contract Time.

23. NONCONFORMING WORK AND CORRECTION OF WORK

23.1 Nonconforming Work

23.1.1 Contractor shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other Contractors caused thereby.

23.1.2 If Contractor does not remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY-EIGHT (48)** hours, District may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Contractor.

23.2 Correction of Work

23.2.1 Correction of Rejected Work

Pursuant to the notice provisions herein, the Contractor shall immediately correct the Work rejected by the District, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

23.2.2 One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive District's acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

23.3 District's Right to Perform Work

23.3.1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may, without prejudice to any other remedy

it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

23.3.2 If it is found at any time, before or after completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

23.3.2.1 That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the District;

23.3.2.2 That the District deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

23.3.2.3 That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

24. TERMINATION AND SUSPENSION

24.1 District's Request for Assurances

If District at any time reasonably believes Contractor is or may be in default under this Contract, District may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Work and a written plan from Contractor to remedy any potential default under the terms this Contract that the District may advise Contractor of in writing. Contractor shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. Contractor's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Contract sufficient to justify termination for cause.

24.2 District's Right to Terminate Contractor for Cause

24.2.1 Grounds for Termination: The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon any of the following:

24.2.1.1 Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

24.2.1.2 Contractor fails to complete said Work within the time specified or any extension thereof, or

24.2.1.3 Contractor persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

24.2.1.4 Contractor persistently refuses, or repeatedly fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

24.2.1.5 Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

24.2.1.6 Contractor persistently disregards laws, or ordinances, or instructions of District; or

24.2.1.7 Contractor fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

24.2.1.8 Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract, including but not limited to a lapse in licensing or registration.

24.2.2 Notification of Termination

24.2.2.1 Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract and/or the Contractor's right to perform the Work of the Contract shall cease and terminate. Upon termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

24.2.2.2 Upon termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

24.2.2.2.1 Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and

24.2.2.2.2 Commences performance of this Contract within three (3) days from date of serving of its notice to District.

24.2.2.3 Surety shall not utilize Contractor in completing the Project if the District notifies Surety of the District's objection to Contractor's further participation in the completion of the Project. Surety expressly agrees that any contractor which Surety proposes to fulfill Surety's obligations is subject to District's approval. District's approval shall not be unreasonably withheld, conditioned or delayed.

24.2.2.4 If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

24.3 Termination of Contractor for Convenience

24.3.1 District in its sole discretion may terminate the Contract in whole or in part upon three (3) days' written notice to the Contractor.

24.3.2 Upon notice, Contractor shall:

24.3.2.1 Cease operations as directed by the District in the notice;

24.3.2.2 Take necessary actions for the protection and preservation of the Work as soon as possible; and

24.3.2.3 Terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

24.3.3 Within 30 days of the notice, Contractor submit to the District a payment application for the actual cost for labor, materials, and services performed, including all Contractor's and Subcontractor(s)' mobilization and/or demobilization costs, that is unpaid. Contractor shall have no claims against the District except for the actual cost for labor, materials, and services performed that adequately documented through timesheets, invoices, receipts, or otherwise. District shall pay all undisputed invoice(s) for work performed until the notice of termination.

24.3.4 Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause.

24.4 Effect of Termination

24.4.1 Contractor shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the Performance Bond for all damages caused to the District by reason of the Contractor's failure to complete the Contract.

24.4.2 In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the

District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

24.4.3 In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

24.4.4 In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

24.4.5 If the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) days of District's request.

24.4.6 The District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

24.4.7 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

24.5 Emergency Termination of Public Contracts Act of 1949

24.5.1 This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

24.5.1.1 Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

24.5.1.2 Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

24.5.2 Compensation to the Contractor shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

24.6 Suspension of Work

24.6.1 District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to the Contractor.

24.6.1.1 An adjustment may be made for changes in the cost of performance of the Work caused by any such suspension, delay or interruption. No adjustment shall be made to the extent:

24.6.1.1.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

24.6.1.1.2 That an equitable adjustment is made or denied under another provision of the Contract; or

24.6.1.1.3 That the suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder.

24.6.1.2 Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order herein. This amount shall be full compensation for all Contractor's and its Subcontractor(s)' changes in the cost of performance of the Contract caused by any such suspension, delay or interruption.

25. CLAIMS PROCESS

25.1 Obligation to File Claims for Disputed Work

25.1.1 Should Contractor otherwise seek extra time or compensation for any reason whatsoever ("Disputed Work"), then Contractor shall first follow procedures set forth in the Contract Documents including, without limitation, Articles 15, 16 and 17, all of which are conditions precedent to submitting a Claim pursuant to Article 25. A Notice of Delay or Proposed Change Order are less formal procedures that proceed the formal claim and do not constitute a Claim. A Claim also does not include correspondence, RFIs, vouchers, invoices, progress payment applications, or other routine or authorized form of requests for progress payments in compliance

with the Contract. If a dispute remains, then Contractor shall give written notice to District that expressly invokes this Article 25 within the time limits set forth herein.

25.1.2 Contractor's sole and exclusive remedy for Disputed Work is to file a written claim setting forth Contractor's position as required herein within the time limits set forth herein.

25.2 Duty to Perform during Claim Process

Contractor and its subcontractors shall continue to perform its Work under the Contract including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

25.3 Definition of Claim

25.3.1 Pursuant to Public Contract Code section 9204, the term "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

25.3.1.1 A time extension, including without limitation, for relief of damages or penalties for delay assessed by the District under the Contract;

25.3.1.2 Payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to; or

25.3.1.3 An amount of payment disputed by the District.

25.4 Claims Presentation

25.4.1 Form and Contents of Claim

25.4.1.1 If Contractor intends to submit a Claim for an increase in the Contract Price and/or Contract Time for any reason including, without limitation, the acts of District or its agents, Contractor shall, within thirty (30) days after the event giving rise to the Claim, give notice of the Claim ("Notice of Potential Claim") in writing specifically identifying Contractor is invoking this Article 25 Claims Presentation. The Notice of Potential Claim shall provide Contractor's preliminary request for an adjustment to the Contract Price and/or Contract Time, with a description of the grounds therefore.

25.4.1.2 Within thirty (30) days after serving the written Notice of Potential Claim, Contractor shall provide a Claim including an itemized statement of the details and amounts of its Claim for any increase in the Contract Price of Contract Time as provided below, including a Time Impact Analysis and any and all other documentation substantiating Contractor's claimed damages:

25.4.1.2.1 The issues, events, conditions, circumstances and/or causes giving rise to the dispute, and shall show, in detail, the cause and effect of same;

25.4.1.2.2 Citation to provisions in the Contract Documents, statute sections, and/or case law entitling Contractor to an increase in the Contract Price or Contract Time;

25.4.1.2.3 The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments;

25.4.1.2.4 The Time Impact Analysis of all time delays that shows actual time impact on the critical path; and

25.4.1.2.5 The line-item costs for labor, material, and/or equipment, if applicable, for all cost impacts priced like a change order according to Article 17 and must be updated monthly as to cost and entitlement if a continuing claim.

25.4.1.3 The Claim shall include the following certification by the Contractor:

25.4.1.3.1 The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

25.4.1.3.2 Furthermore, Contractor understands that the value of the attached dispute expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor may not separately recover for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.4.2 Contractor shall bear all costs incurred in the preparation and submission of a Claim.

25.4.3 Failure to timely submit a Claim and the requisite supporting documentation shall constitute a waiver of Contractor's claim(s) against the District and Contractor's Claim(s) for compensation or an extension of time shall be deemed waived, released, and discharged as to any entitlement for adjustment to Contract Price and/or Contract Time.

25.5 Claim Resolution pursuant to Public Contract Code section 9204

Contractor may request to waive the claims procedure under Public Contract Code section 9204 and proceed directly to the commencement of a civil action or binding arbitration. If Contractor chooses to proceed, Contractor shall comply with the following steps:

25.5.1 STEP 1:

25.5.1.1 Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, the District shall

conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, by mutual agreement, extend the time period to provide a written statement. If the District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

25.5.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section shall bear interest at seven percent (7%) per annum.

25.5.1.2 Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. In this instance, District and Contractor must comply with the sections below regarding Public Contract Code section 20104 et seq. and Government Code Claim Act Claims.

25.5.1.3 If the District fails to issue a written statement, or to otherwise meet the time requirements of this section, this shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of Contractor.

25.5.2 STEP 2:

25.5.2.1 If Contractor disputes the District's written response, or if the District fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed.

25.5.2.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section shall bear interest at seven percent (7%) per annum.

25.5.3 STEP 3:

25.5.3.1 Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the District and Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

25.5.3.1.1 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

25.5.3.2 Unless otherwise agreed to by the District and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

25.5.4 STEP 4:

25.5.4.1 If mediation under this section does not resolve the parties' dispute, the District may, but does not require arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

25.6 Subcontractor Pass-Through Claims

25.6.1 If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a District because privity of contract does not exist, the contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim.

25.6.2 Within 45 days of receipt of this written request from a subcontractor, Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

25.6.3 The Contractor shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against Claims by Subcontractors.

25.7 Government Code Claim Act Claim

25.7.1 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Claim Resolution requirements the Contractor shall comply with all

claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District.

25.7.2 Contractor shall bear all costs incurred in the preparation, submission and administration of a Claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein of the claims asserted.

25.7.3 For purposes of those provisions, the running of the time within which a claim pursuant to Public Contract Code section 20104.2 only must be presented to the District shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

25.8 Claim Resolution pursuant to Public Contract Code section 20104 et seq.

25.8.1 In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve all claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between Contractor and District by those procedures set forth in Public Contract Code section 20104, et seq., to the extent applicable.

25.8.1.1 Contractor shall file with the District any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

25.8.1.2 For claims of less than fifty thousand dollars (\$50,000), the District shall respond in writing within forty-five (45) days of receipt of the Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

25.8.1.2.1 If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.8.1.2.2 District's written response to the documented Claim shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

25.8.1.3 For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District shall respond in writing to all written Claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

25.8.1.3.1 If additional information is required, it shall be requested and provided upon mutual agreement of the District and the Contractor.

25.8.1.3.2 The District's written response to the Claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor to produce the additional information or requested documentation, whichever is greater.

25.8.1.4 If Contractor disputes the District's written response, or the District fails to respond within the time prescribed, Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

25.8.1.5 Following the meet and confer conference, if the Claim or any portion of it remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process.

25.8.1.6 For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

25.8.1.7 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

25.8.1.8 The District shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the District shall pay interest due at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

25.8.2 Contractor shall bind its Subcontractors to the provisions of this Section and will hold the District harmless against disputes by Subcontractors.

25.9 Claim Procedure Compliance

25.9.1 Failure to submit and administer claims as required in Article 25 shall waive Contractor’s right to claim on any specific issues not included in a timely submitted claim. Claim(s) not raised in a timely protest and timely claim submitted under this Article 25 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

25.9.2 District shall not be deemed to waive any provision under this Article 25, if at District’s sole discretion, a claim is administered in a manner not in accord with this Article 25. Waivers or modifications of this Article 25 may only be made by a signed change order approved as to form by legal counsel for both District and Contractor; oral or implied modifications shall be ineffective.

25.10 Claim Resolution Non-Applicability

25.10.1 The procedures for dispute and claim resolutions set forth in this Article shall not apply to the following:

25.10.1.1 Personal injury, wrongful death or property damage claims;

25.10.1.2 Latent defect or breach of warranty or guarantee to repair;

25.10.1.3 Stop payment notices;

25.10.1.4 District’s rights set forth in the Article on Suspension and Termination;

25.10.1.5 Disputes arising out of labor compliance enforcement by the Department of Industrial Relations; or

25.10.1.6 District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Claim Resolution requirements provided in this Article.

25.11 Attorney’s Fees

25.11.1 Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney’s fees.

26. STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

26.1 Labor Compliance and Enforcement

Since this Project is subject to labor compliance and enforcement by the Department of Industrial Relations (“DIR”), Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, including, without limitation, the requirement that the Contractor and all Subcontractors shall timely furnish complete and accurate electronic certified

payroll records directly to the DIR. The District may not issue payment if this requirement is not met.

26.2 Wage Rates, Travel, and Subsistence

26.2.1 Pursuant to the provisions of Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

26.2.2 Holiday and overtime work, when permitted by law, shall be paid for at the general prevailing rate of per diem wages for holiday and overtime work on file with the Director of the Department of Industrial Relations, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.2.3 Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

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

26.2.5 Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount (believed by the District to be currently up to two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

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

26.2.7 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time,

subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

26.2.8 Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.3 Hours of Work

26.3.1 As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

26.3.2 Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

26.3.3 Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty-five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

26.3.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

26.4 Payroll Records

26.4.1 Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work

classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

26.4.1.1 The CPRs enumerated hereunder shall be filed directly with the DIR on a weekly basis or to the requesting party, whether the District or DIR, within ten (10) days after receipt of each written request. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District may not make any payment to Contractor until:

26.4.1.1.1 Contractor and/or its Subcontractor(s) provide CPRs acceptable to the DIR; and

26.4.1.1.2 Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the DIR in a timely manner may directly delay Contractor's payment.

26.4.2 All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

26.4.2.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.2.2 CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.

26.4.2.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

26.4.3 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

26.4.4 Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

26.4.5 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall,

as a penalty to District, forfeit up to one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Labor Commissioner, these penalties shall be withheld from progress payments then due.

26.4.6 [RESERVED]

26.5 [RESERVED]

26.6 Apprentices

26.6.1 Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than, or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

26.6.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

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

26.6.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

26.6.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.6.6 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

26.6.7 If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.6.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

26.6.7.2 Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in

accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.6.8 Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.6.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 9th floor, San Francisco, California 94102.

26.7 Non-Discrimination

26.7.1 Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

26.7.2 Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.8 Labor First Aid

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (Lab. Code, § 6300 et seq.; 8 Cal. Code of Regs., § 330 et seq.).

27. [RESERVED]

28. MISCELLANEOUS

28.1 Assignment of Antitrust Actions

28.1.1 Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, which assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

28.1.2 Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28.1.3 Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

28.1.4 Section 4554 of the Government Code states:

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

28.1.5 Under this Article, "public purchasing body" is District and "bidder" is Contractor.

28.2 **Excise Taxes**

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Contract Price.

28.3 **Taxes**

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 et seq. of the Revenue and Taxation Code, Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

28.4 **Shipments**

Contractor is responsible for any or all damage or loss to shipments until delivered and accepted on Site, as indicated in the Contract Documents. There must be no charge for

containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

28.5 Compliance with Government Reporting Requirements

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of which it is part, or for any other reason, Contactor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT

SPECIAL CONDITIONS

THIS DOCUMENT MUST BE ADAPTED FOR EACH PROJECT – Delete any provision that is not applicable or if no change from the provision in the General Conditions.

*** THIS LIST OF SPECIAL CONDITION PROVISIONS IS FOR REFERENCE ONLY. REMOVE THIS PAGE BEFORE USING THIS DOCUMENT. ***

1. Mitigation Measures
2. Modernization Projects
3. Badge Policy for Contractors
4. Substitution for Specified Items
5. Weather Days
6. Owner-Controlled or Wrap-Up Insurance Program
7. Insurance Policy Limits
8. Permits, Certificates, Licenses, Fees, Approval
9. Project Labor Agreement/Payroll Records
10. As-Builts and Record Drawings
11. Disabled Veteran Business Enterprises
12. Construction Manager
13. Program Manager
14. Federal Funds - Wages
15. Federal Funds – Debarment
16. Federal Funds – Byrd Anti-Lobbying
17. Federal Funds – Procurement of recovered materials
18. Federal Funds - Domestic preferences for procurements
19. Preliminary Schedule of Values
20. COVID-19 Safety Requirements

SPECIAL CONDITIONS

1. Mitigation Measures

Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 *et seq.*)

2. Modernization Projects

2.1 Access. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.

2.2 Keys. Upon request, the District may, at its own discretion, provide keys to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the keys are lost or stolen, or if any unauthorized party obtains a copy of the key or access to the school.

2.3 Maintaining Services. The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.

2.4 Maintaining Utilities. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

2.5 Confidentiality. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

2.6 Work during Instructional Time. By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to

school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District.

2.7 No Work during Student Testing. Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests.

3. Badge Policy for Contractors

All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility.

3.1 Badges must be filled out in full and contain the following information:

3.1.1 Name of Contractor

3.1.2 Name of Employee

3.1.3 Contractor's address and phone number

3.2 Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

3.3 Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

4. Substitutions for Specified Items

Replace Section 1.7 in the General Conditions with the following provisions:

1.7.1 Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.7.1.1 If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.7.1.2 This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

1.7.2 A request for a substitution shall be submitted as follows:

1.7.2.1 Contractor shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to Bidders.

1.7.2.2 Requests for Substitutions after award of the Contract shall be submitted within thirty-five (35) days of the date of the Notice of Award.

1.7.3 Within 35 days after the date of the Notice of Award, Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

1.7.3.1 All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.7.3.2 Available maintenance, repair or replacement services;

1.7.3.3 Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.7.3.4 Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

1.7.3.5 The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.7.4 No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

1.7.4.1 The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.7.4.2 The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.7.4.3 The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

1.7.4.4 The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.7.4.5 The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net

difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

1.7.5 In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

1.7.6 In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7.7 Contractor shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

5. Weather Days

Replace Section 15.2.1.5 in the General Conditions with the following:

15.2.1.5 The number of days of Adverse Weather exceeds the following parameters:

January		July	
February		August	
March		September	
April		October	
May		November	
June		December	

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6. Owner-Controlled or Wrap-Up Insurance Program

Contractor and all Subcontractors under the Contractor shall participate in and comply with the owner-controlled or wrap-up insurance program ("OCIP") as required by the District, OCIP Administrator, insurers, or designees, prior to the commencement of construction activities at the Project. In addition, Contractor shall procure and maintain, at its own expense, until completion and final acceptance of the Work at least the following insurance from insurance companies with an A.M. Best rating of no less than _____, except for those coverages provided by the OCIP as described in the OCIP Manual:

[Commercial General Liability]	Personal Injury Liability, Broad Form Property Damage including completed operations, and Explosion, Collapse and Underground Hazards	[E.G. \$5,000,000]
[Automobile Liability – Any Auto]	Bodily Injury and Property Damage	[E.G. \$5,000,000]
[Workers Compensation]		Statutory limits pursuant to State law
[Employers' Liability]		[E.G. \$1,000,000]

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7. Insurance Policy Limits

All of Contractor’s insurance shall be with insurance companies with an A.M. Best rating of no less than _____. The limits of insurance shall not be less than:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	[E.G. CHOOSE ONE OF THREE OPTIONS: Option 1 - Low Risk Option: \$1,000,000 per occurrence; \$2,000,000 aggregate
		Option 2 - Intermediate Risk Option: \$2,000,000 per occurrence; \$4,000,000 aggregate
		Option 3 - High Risk Option: \$5,000,000 per occurrence; \$10,000,000 aggregate]
Automobile Liability – Any Auto	Combined Single Limit	[E.G. CHOOSE ONE OF TWO OPTIONS: Option 1: Personal vehicles: \$500,000 Commercial vehicles: \$1,000,000
		Option 2: Personal vehicles: \$100,000 per person/ \$300,000 per accident]
Workers’ Compensation		Statutory limits pursuant to State law
Employer’s Liability		[E.G. \$0]
Builder’s Risk (Course of Construction)		[E.G. \$0]
Pollution Liability		[E.G. \$0]

8. Permits, Certificates, Licenses, Fees, Approvals

8.1 Payment for Permits, Certificates, Licenses, Fees, and Approvals. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses,

approvals, and certificates necessary for the prosecution of the Work with the exception of the following:

With respect to the above-listed items, Contractor shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees. Contractor shall notify the District of the amount due with respect to such items and to whom the amount is payable. Contractor shall provide the District with an invoice and receipt with respect to such charges or fees.

9. Project Labor Agreement/Payroll Records

The District has entered into a Project Labor Agreement ("PLA"), which covers this Project.

Accordingly, the following provision is added as Section 26.4.6:

26.4.6 As Contractor and its subcontractors have agreed to be bound by the terms of the PLA entered into by the District [on or about / dated] _____, Contractor and its subcontractors may be excused from uploading CPRs electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> , or by using a more current application and URL. However, within ten (10) days of any request by the District or Labor Commissioner, Contractor and its subcontractors shall provide CPRs showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

10. As-Builts and Record Drawings

10.1 When called for by Division 1, Contractor shall submit As-Built Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in the following format _____, plus one set of As-Built Drawings on vellum or mylar.

10.2 Contractor shall submit Record Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in the following format _____, plus one set of Record Drawings on vellum or mylar].

11. Disabled Veteran Business Enterprises

This Project uses or may plan to use funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings. Therefore, Section 17076.11 of the Education Code requires the District to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of the overall dollar amount expended each year by the District on projects that receive state funding. The Contractor must submit the Disabled Veteran Business Enterprise Participation Certification to the District with its executed Agreement, identifying the steps Contractor took to solicit DVBE participation in conjunction with this Contract.

12. Construction Manager

The District will use a Construction Manager on the Project that is the subject of this Contract. _____ is the Construction Manager for this Project.

13. Program Manager

_____ is the Program Manager designated for the Project that is the subject of this Contract.

14. Federal Funds - Wages

As this Project is funded in whole or in part by federal funds, Contractor and all Subcontractors are subject to civil or criminal prosecution for any violation of the federal False Claims Act set forth under section 1001 of title 18 and section 231 of title 31 of the United States Code.

The following provisions are added as Section 27 of the General Conditions:

27. FEDERAL LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

27.1 Minimum Wages

The Davis-Bacon Act and 29 CFR parts 1 through 7 shall apply if the Project is financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution.

27.1.1 All laborers and mechanics employed or working upon the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) , the full amount of wages and bona fide fringe benefits, or cash equivalents thereof, due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section, including but not limited to paragraph 27.1.7; also, regular contributions made or costs incurred for more than a weekly period, but not less often than quarterly, under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of Work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that

the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination including any additional classification and wage rates conformed under this section, including but not limited to paragraph 27.1.6 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the Site of the Work in a prominent and accessible place where it can be easily seen by the workers.

27.1.2 Any class of laborers or mechanics, including helpers, and which is to be employed under the Contract which is not listed in the wage determination shall be classified in conformance with the wage determination. An additional classification and wage rate and fringe benefits will not be approved unless when the following criteria have been met:

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

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

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

27.1.3 If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the District agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contractor to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210.

27.1.4 In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the District do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contractor shall provide the questions, including the views of all interested parties and the recommendation of the District, to the District for the District's review and referral to the Administrator for determination.

27.1.5 The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing Work in the classification under this Contract from the first day on which Work is performed in the classification.

27.1.6 Whenever the minimum wage rate prescribed in any applicable wage determination for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

27.1.7 If the Contractor does not make payments to a trustee or other third person, the Contractor may consider, as part of the wages of any laborer or mechanic, the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. If the Secretary of Labor so requires, the

Contractor shall set aside in a separate account sufficient assets to meet obligations under the plan or program.

27.2 Withholding. District may, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of Contractor's or any Subcontractors' failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the District may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as it deems necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

27.3 Payrolls and basic records.

27.3.1 Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the Site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

27.3.2 The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to the District. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information shall be submitted on a form acceptable to the District. Optional Form WH-347 is available for this purpose from the Wage and

Hour Division Web site at <https://www.dol.gov/whd/programs/dbra/wh347.htm> or its successor site. Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractor and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the District, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractor may require a Subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the District or other government agency

27.3.3 Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

27.3.3.1 That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5,

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

27.3.3.3 That such information is correct and complete;

27.3.3.4 That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and

27.3.3.5 That no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

27.3.3.6 That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into or applicable to the Contract.

27.3.3.7 The weekly submission of a properly executed certification in the form set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 27.3.3 of this section.

27.3.3.8 The falsification of any of the above certifications may subject the Contractor or one or more Subcontractors to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

27.3.3.9 The Contractor or Subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the District or the federal Department of Labor, and shall permit representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the

suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

27.4 Apprentices and trainees

27.4.1 Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in an eligible apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job Site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

27.4.2 Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to Work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job Site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in

accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

27.4.3 Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

27.6 Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

27.7 Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

27.8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

27.9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

27.10 Certification of eligibility.

27.10.1 By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is

a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

27.10.2 No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

27.11 Clauses Mandated by Contract Work Hours and Safety Standards Act.

As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

27.11.1 Overtime requirements. No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

27.11.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in the foregoing paragraph the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty hours without payment of the overtime wages required by the foregoing paragraph.

27.11.3 Withholding for unpaid wages and liquidated damages. The District may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the foregoing paragraph.

27.11.4 Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning "Overtime requirements" and "Violation; liability for unpaid wages; liquidated damages" and also a clause requiring each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs 27.11.1 through 27.11.4 of this section.

15. Federal Funds – Debarment

As this Project is funded in whole or in part by federal funds, the following provision is added as Section 6.1.5 of the General Conditions:

This Project uses or may plan to use federal funds. Consequently, Contractor is required to provide a signed "Federal Debarment" certification with its bid. This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 89, Section 98.510, Participants; responsibilities. The regulations were published as Part of VII of the May 26, 1988 Federal Register (pages 19160-19211).

16. Federal Funds – Byrd Anti-Lobbying

As this Project is funded in whole or in part by federal funds, the following provision is added as Section 6.1.7 of the General Conditions:

If the contract exceeds \$100,000, Contractor is required to provide a signed "Byrd Anti-Lobbying" certification with its bid ((31 U.S.C. 1352) (Appendix II to 2 CFR, Part 200)).

17. Federal Funds – Procurement of recovered materials

As this Project is funded in whole or in part by federal funds, the following provision is added as Section 6.13.5 of the General Conditions:

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

18. Federal Funds - Domestic preferences for procurements

As this Project is funded in whole or in part by a federal grant made after November 12, 2020, the following provision is added as Section 1.8.10 of the General Conditions:

1.8.10 As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable for the Project, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products for the Project.

1.8.10.1 "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

1.8.10.2 "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

19. Preliminary Schedule of Values

The preliminary schedule of values shall include, at a minimum, the following information and the following structure:

Replace Section 10.1.1.2.3 in the General Conditions with the following provisions:

10.1.1.2.3 The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

10.1.1.2.3.1 Mobilization and layout combined to equal not more than **[2]**%;

10.1.1.2.3.2 Submittals, samples and shop drawings combined to equal not more than **[4]**%;

10.1.1.2.3.3 Bonds and insurance combined to equal not more than **[2.5]**%.

10.1.1.2.3.4 Closeout documentation shall have a value in the preliminary schedule of not less than **[10]**%.

20. COVID-19 Safety Requirements

Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

HAZARDOUS MATERIALS
PROCEDURES & REQUIREMENTS

55. Summary

This document includes information applicable to hazardous materials and hazardous waste abatement.

56. Notice of Hazardous Waste or Materials

- a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - (1) Material that Contractor believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Contractor's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

- f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

57. Additional Warranties and Representations

- a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

58. Monitoring and Testing

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these

activities or tests by District in the Contract Price and the Scheduled Completion Date.

- c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

59. Compliance with Laws

- a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - (1) The protection of the public health, welfare and environment;
 - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;
 - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and
 - (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

60. Disposal

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

- c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

61. Permits

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:
 - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and
 - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with all the applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

62. Indemnification

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 *et seq.*).

63. Termination

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT



ATTACHMENT:

AP Architects Project Manual (Division 01's)

Section 01-10-00 - Summary of Work

4-Pages

BCSD – CAMPUS HVAC SYSTEM UPGRADE

SECTION 011000 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes, but not limited to the following:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Future work.
7. Purchase contracts.
8. Owner-furnished products.
9. Contractor-furnished, Owner-installed products.
10. Access to site.
11. Coordination with occupants.
12. Work restrictions.
13. Specification and drawing conventions.
14. Miscellaneous provisions.

- B. Related Requirements:

1. Division 1 Section 012100 "Allowances": for purchase contracts.
2. Division 1 Section 015000 "Temporary Facilities" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification:

Campus HVAC System Upgrade
Fremont Elementary School
607 Texas St,
Bakersfield, CA 93307 Owner:

Bakersfield City School District
Robert Van Tassel
1300 Baker St,
Bakersfield, CA 93305

- B. Architect:

AP Architects
J. Patrick Fogarty
3434 Truxtun Avenue Suite 240,

BCSD – CAMPUS HVAC SYSTEM UPGRADE

Bakersfield CA 93301

- C. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:

John A Martin & Associates
Shane Fitzgerald
950 South Grand Ave. 4th Floor
Los Angeles, CA 90015

JMPE
John Maloney
627 Olive Street
Santa Barbara, CA 93101

Baskin Mechanical Engineers
Mark Baskin, P.E., LEED AP
175 Fulton Street
Fresno, CA 93721

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work consists of: Selective Demolition and Construction necessary for the **2-Phase** Modernization of Fremont Elementary School. Existing Building(s) C, D, E, F, R19, & R20 will be Modernized in 2-Phases along with all Campus Fire Alarm Upgrades, ADA, & Site/Chiller Yards. This work is associated with Civil, Architectural, Structural, Plumbing, Mechanical and Electrical-Low Voltage work as indicated in the Drawings and Specifications. Generally, these categories of work involve New Finishes, Hazardous Material Abatement, Demolition, Accessibility Compliance, Re-Roofing, HVAC Upgrades at Instructional Areas, Expanding Selected Infrastructure Utilities, Campus-Wide Fire Alarm Upgrades, and Extensive Modifications. The Project will involve the phasing and barricading of work areas as indicated on the Phasing Plan and enumerated in these Specifications. This is a Multiple Prime Package project as clarified below.

- B. Type of Contract:

1. Project will be constructed under Multiple Prime Bid Packages. This will be a CM Multiple Prime Delivery Method. Please see updated Bid Package breakdown below.

1) Bid Package Breakdown:

- a) #FES-01 – Demolition & Abatement; (B) or (C-21/22)
- b) #FES-02 – General Trade; (B)
- c) #FES-03 – Mechanical; (C-20)
- d) #FES-04 – Electrical & Low Voltage; (C-10)
- e) #FES-05 – Plumbing & Site Utilities; (C-36)
- f) #FES-06 – Carpet; (C-15)
- g) #FES-07 – Ceramic Tile; (C-54)

1.5 WORK UNDER OTHER CONTRACTS

- A. Owner furnished products:

- 1. Items indicated on documents.
- 2. **Owner-Furnished-Contractor Installed (OFCI) Items.**

BCSD – CAMPUS HVAC SYSTEM UPGRADE

- 1) The District has purchased the following Mechanical Equipment and has been delivered to the District Warehouse (1201 Citation Way, Bakersfield, CA). The #FES-03 – Mechanical Bid Package shall be responsible for delivering to the site and installing (coordinate with all Bid Packages). Reference the attached District Purchase Order/ Sigler Proposal and Thermostats.
 - a) HVAC Equipment (Rooftop Units, Exhaust Fans, and Curbs)
 - b) Thermostats (Brand: Pelican)
- 2) The District has purchased the following Electrical Equipment and has been delivered to the District Warehouse (1201 Citation Way, Bakersfield, CA). The #FES-04 – Electrical & Low Voltage Bid Package shall be responsible for delivering to the site and installing (coordinate with all Bid Packages). Reference the attached District Electrical Equipment List.
 - a) Electrical Equipment (Panel HE, HF, HC, & HD)

1.6 WORK SEQUENCE

- A. The Work will be conducted in **2-Phases** to provide the least possible interference to the activities of the Owner's personnel and to permit an orderly transfer of personnel and equipment to the new facilities. Project completion is scheduled for specific number calendar days, (refer to Bid Proposal). Contractor shall review scope of work, and provide manpower, resources, etc., as required to complete project on or before the date required for project completion. Contractor shall allow in Proposal weekend workers, shifts of workers and additional productivity not limited to workers, materials, temporary facilities and equipment as required to meet project schedule with limited access times as indicated herein.

1.7 CONTRACTOR USE OF PREMISES

- A. General: Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.
 1. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
 2. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
 3. When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site, and perform work which may interfere with educational facility routine before or after facility hours; enclose the work area with a substantial barricade and arrange work to cause a minimum of inconvenience and danger to students and staff in their regular facility activities.
- B. Use of the Existing Building: Maintain the existing buildings in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1.8 OWNER OCCUPANCY

- A. Full Owner Occupancy: The Owner will occupy the site and existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations.
- B. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install

BCSD – CAMPUS HVAC SYSTEM UPGRADE

equipment in completed areas of the building, prior to Notice of Completion provided that such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

1. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy the Owner will provide operation and maintenance of mechanical and electrical systems in occupied portions of the building.
- C. All work shall be complete and approved prior to occupancy not limited to the following:
1. No portion of building may be occupied requiring impaired Required Fire Detection System unless system is installed and approved.
 2. All completed work shall be in compliance with CBC 901.5 and CFC 901.5.1 related to acceptance tests.

1.9 WORK RESTRICTIONS:

- A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
 2. Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor air intakes.
 3. Use of controlled substances on the Project site is not permitted.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, except as otherwise indicated. Comply with Local City/County Jurisdictions.
1. Weekend Hours: Reference Bakersfield Municipal Code for Working Hours.
 2. Early Morning Hours: Reference Bakersfield Municipal Code for Working Hours.
 3. Hours for Utility Shutdowns: Arranged and agreed to advance shutdown with Owner.
 4. Hours for Core Drilling or Noisy Activity shall be limited to after-school hours unless otherwise noted.
- C. Construction work that generates noise beyond 90db that will disturb adjacent areas shall be scheduled around class schedule and office hours of occupied rooms within 125 feet of work to be done. This work may have to be done during after hours, evenings and Contractor shall verify class schedules when work will generate noise beyond 90db.
- D. Deliver materials to the building area over the route designated by the facility Maintenance and Operations department. Times of deliveries shall coincide not to be done during 5 minutes before class change time between classes and 5 minutes after if said deliveries path is thru any area students will occupy during class change times. If a delivery is overlapping class change times, cease work, provide temporary barricades and resume 5 minutes after classes resume.

PART 2 - PRODUCTS (Not applicable).

PART 3 - EXECUTION (Not applicable).

END OF SECTION 011000

SUMMARY OF WORK

011000 - 4



ATTACHMENT:

AP Architects Project Manual (Division 01's)

Section 01-21-00 - Allowances

3-Pages

BCSD – CAMPUS HVAC SYSTEM UPGRADE

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements governing handling and processing allowances.
 - 1. Selected materials, services, equipment, related items and in some cases, their installation and related/non-related work are shown and specified in the Contract Documents by allowances herein. Allowances have been established in lieu of additional requirements and to defer selection of actual materials, miscellaneous additional work scope and equipment to a later date when additional information is available for evaluation.
 - 2. Special allowances have been established for unforeseen conditions, latent conditions and related item to be authorized by the Architect for use.
- B. Types of allowances required include the following:
 - 1. Lump Sum Allowances in Base Bid.
- C. Related Requirements:
 - 1. Division 1 Section "Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Division 1 Section "Summary of Work" for additional requirements on purchase contracts.

1.3 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to indicate actual quantities of materials delivered to the site for use in fulfillment of each allowance.

1.4 ALLOWANCES

- A. Use the allowance only as directed for the Owner's purposes, and only by Supplementary Instructions, which designate amounts to be charged to the allowance.
 - 1. The direct costs for products or equipment ordered by the Owner under the lump sum allowances, including delivery, installation, taxes, and similar costs are part of the allowance. Vendor shall provide insurance as required by the Owner. Contractor shall agree to accept insurance required by Owner for vendor for allowance item. If the contractor requires any special insurance, additional requirements and or bonding of any allowance vendor, contractor shall allow for this cost in his base bid or alternate bid if allowance is tied to an alternate.

BCSD – CAMPUS HVAC SYSTEM UPGRADE

- a. In the event the work under allowance cannot be completed during the duration of the project as prescribed under “Project Summary”, contractor may elect to request additional extended overhead. Extended overhead will be determined by actual costs incurred by contractor specific to this project and verified by project schedule.
2. Supplementary Instructions (SI) authorizing use of funds from the lump sum allowance will not include the Contractor's related costs and reasonable overhead, supervision, profit margins and other related costs as these costs are already in the contractor's proposal/bid.
3. If any individual allowance contains surplus funds or contains deficient funds, Architect may transfer funds between allowances as necessary.
4. At Project closeout, credit unused amounts remaining in the allowance to Owner by Negative Change Order amount for unused amounts.
5. The contractor shall include in his base bid all overhead, profit, supervision, bonds, insurance and all other indirect costs for allowance items. None of these items will be added to lump sum and miscellaneous allowance as it is used by the Owner and directed by the architect. In the event the allowance is required in an Alternate, the contractor shall include in his alternate bid all overhead, profit, supervision, bonds, insurance and all other indirect costs for allowance items specific to that alternate.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect products covered by an allowance promptly upon delivery for damage or defects.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related construction activities.
- B. Coordinate scheduling of Owner selected Vendors. Obtain availability schedules from Vendors early in project to coordinate timing of special milestones and products necessary for implementation into overall construction activities.

3.3 SCHEDULE OF BASE BID ALLOWANCES

- A. Please reference the Allowances Schedule per Bid Package Below:
 - a. **#FES-01 – Demolition & Abatement**
 - i. **Allowance #01 – Unforeseen Conditions**
Include the sum of **\$25,000.00** in your Contract Amount for the following: Unforeseen utilities, unforeseen existing utilities investigation, necessary utility relocation, selective demolition, and other unforeseen items not identified in the Contract Documents.
 - b. **#FES-02 – General Trade**
 - i. **Allowance #01 – Unforeseen Conditions**
Include the sum of **\$75,000.00** in your Contract Amount for the following: Unforeseen framing, wall furring, roofing discrepancies, repair of unidentified surfaces, ADA POT,

BCSD – CAMPUS HVAC SYSTEM UPGRADE

unforeseen discoveries, unforeseen existing utilities investigation, necessary utility relocation, other unforeseen items not identified in the Contract Documents.

c. #FES-03 – Mechanical

i. Allowance #01 – Unforeseen Conditions

Include the sum of **\$25,000.00** in your Contract Amount for the following: Unforeseen discoveries, unforeseen existing utilities investigation, necessary utility relocation, other unforeseen items not identified in the Contract Documents.

d. #FES-04 – Electrical & Low Voltage

i. Allowance #01 – Unforeseen Conditions

Include the sum of **\$50,000.00** in your Contract Amount for the following: Unforeseen discoveries, unforeseen existing utilities investigation, necessary utility relocation, other unforeseen items not identified in the Contract Documents.

e. #FES-05 – Plumbing & Site Utilities

i. Allowance #01 – Unforeseen Conditions

Include the sum of **\$25,000.00** in your Contract Amount for the following: Unforeseen discoveries, unforeseen existing utilities investigation, necessary utility relocation, other unforeseen items not identified in the Contract Documents.

END OF SECTION 012100



ATTACHMENT:

AP Architects Project Manual (Division 01's)

Section 01-23-00 - Alternates

2-Pages

BCSD – CAMPUS HVAC SYSTEM UPGRADE

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for Alternates.
- B. Definition: An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents. See each alternate in schedule of alternates below for construction duration impacts if any.
 - 1. Where items or portions of items are added or removed to the Base Bid by alternate, it shall be the responsibility of the Contractor to allow for any reduction or additional material or labor which may be required to finish items not so removed, thereby providing a complete and finished condition matching that of similar conditions which are a part of the Contract.
 - a. Add: Where alternates are noted as Add, Contractor shall allow for work indicated to be in alternate cost and shall be the amount that Base Bid would be increased.
 - 2. A bidder's un-awarded alternative bids remain open for a period of 180 calendar after award of contract or acceptance of completed project, whichever come first, as irrevocable offers to enter into either change orders or separate contracts for the stated price adjustment.
 - 3. The Construction time allotted for this project shall not be changed by the acceptance of any alternate unless indicated in the Alternate Schedule herein.
- C. Coordination: Contractor to coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.
 - 1. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 2. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
 - 3. Refer to Allowance Section where Alternates are affected by Allowances.

1.3 SCHEDULE OF ALTERNATES:

- 1. Reference the Schedule of Alternates per Bid Package below.
 - a. **#FES-01 – Demolition & Abatement**
Additive Alternates:

BCSD – CAMPUS HVAC SYSTEM UPGRADE

- i. Additive Alternate #01 – Doors, Windows, and Frames**
This Bid Package to include Additive Alternate #01 to add the Demolition component to the existing Doors, Door Frames, Windows, Window Frames, & Abatement as specified in the Contract Documents and Hazardous Abatement Plan.
 - ii. Additive Alternate #02 – Casework**
This Bid Package to include Additive Alternate #02 to add the Demolition component to the existing Casework & Framing as specified in the Contract Documents and Hazardous Abatement Plan.
 - b. #FES-02 – General Trade**
Additive Alternates:
 - i. Additive Alternate #01 – Doors, Windows, and Frames**
This Bid Package to include Additive Alternate #01 to add in their scope the New Doors, Door Frames, Windows, and Window Frames as specified in the Contract Documents.
 - ii. Additive Alternate #02 – Door Hardware**
This Bid Package to include Additive Alternate #02 to add in their scope the Demolition and New Door Hardware as specified in the Contract Documents.
 - iii. Additive Alternate #03 – Casework**
This Bid Package to include Additive Alternate #03 to add in their scope the New Casework as specified in the Contract Documents.

1.4 NOTIFICATION:

- A. Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.
 - 1. Owner may defer the award of any alternates, refer to supplemental conditions and herein.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 012300



ATTACHMENT:

Bakersfield City School District Owner-Furnished Contractor-Installed (OFCI)

HVAC Equipment

10-Pages



BAKERSFIELD CITY SCHOOL DISTRICT

FREMONT ELEMENTARY SCHOOL

OWNER-FURNISHED CONTRACTOR-INSTALLED (OFCI)

MECHANICAL EQUIPMENT

HVAC Equipment noted in the below attachments are currently being stored at the BCSD District M&O Warehouse (1201 Citation Way, Bakersfield, CA). Contractor is expected to provide all equipment, labor, and materials needed to transport and deliver the listed equipment to the project site for installation. Coordinate all new work with ALL Prime Packages.

BAKERSFIELD CITY SCHOOL DISTRICT
 Department of Stores and Purchasing
 HVAC Equipment Replacement Bid #23-06-01

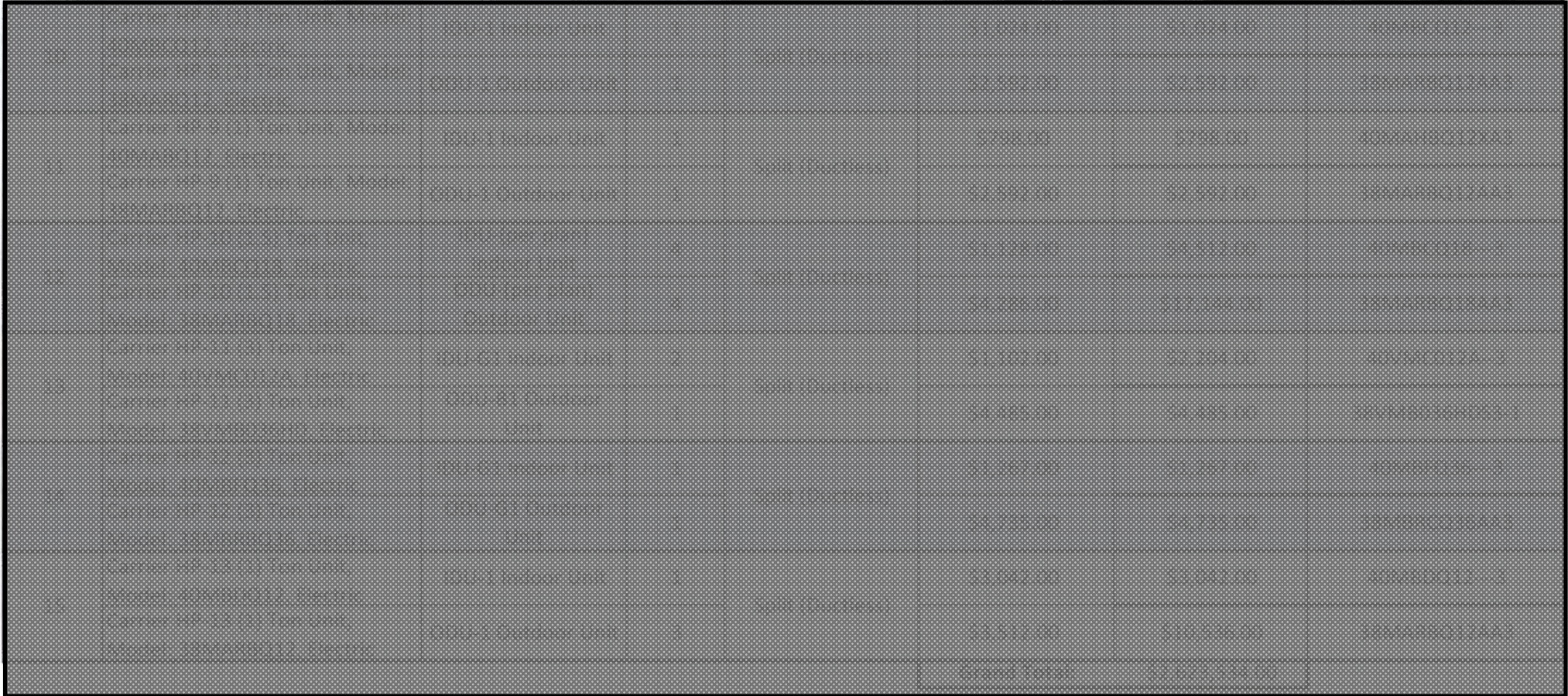
Please quote your lowest price for the following materials. FOB: District Warehouse, 1300 Baker St., Bakersfield, CA 93305 Bids will be received until: July 18, 2023: 11:00 a.m.



Company Name: Russell Sigler Inc
 Representative Name (print): Andrew Mariano Arballo II
 Representative Signature: *Andrew Mariano Arballo II*
 Company Phone Number: 559-365-9581

HVAC Equipment							
Line No.	Description and Specifications	Indoor/Outdoor	QTY	Unit Type	Unit Cost	Total Cost	Brand and SKU
1	Carrier HP-1 (5) Ton Unit, Model: 50GCQM06, Electric	RTU	17	Package	\$11,246.00	\$1,315,782.00	50GCQJ06A2A6-0A0A0
3	Carrier HP-2 (2) Ton Unit, Model: 50VT-C24, Electric	RTU	1	Package	\$6,605.00	\$19,815.00	50VT-K24---3
4	Carrier HP-3 (6) Ton Unit, Model: 50FCQM07, Electric	RTU	2	Package	\$12,073.00	\$205,241.00	50FCQM07A2A6-0A0A0

Company Signature _____



BAKERSFIELD CITY SCHOOL DISTRICT
Department of Stores and Purchasing



Company Name:

Russell Sigler Inc

Representative Name (print):

Andrew Mariano Arballo II

Representative Signature:

Andrew

Exhaust Fans							
Line No.	Description and Specifications	Indoor/Outdoor	QTY	Unit Type	Unit Cost	Total Cost	Brand and SKU
16	Greenheck EF-1, Model: SP-A190-VG	Ceiling	Reference Drawings for Qty.	Exhaust Fan	\$0.00	\$0.00	No Bid
17	Greenheck EF-2, Model: CUE-095-VG	Roof	Reference Drawings for Qty.	Exhaust Fan	\$0.00	\$0.00	No Bid
23	Greenheck PEF-1, Model: CUE-160-VG	Roof	Reference Drawings for Qty.	Exhaust Fan	\$0.00	\$0.00	No Bid
Grand Total:						\$0.00	



Proposal

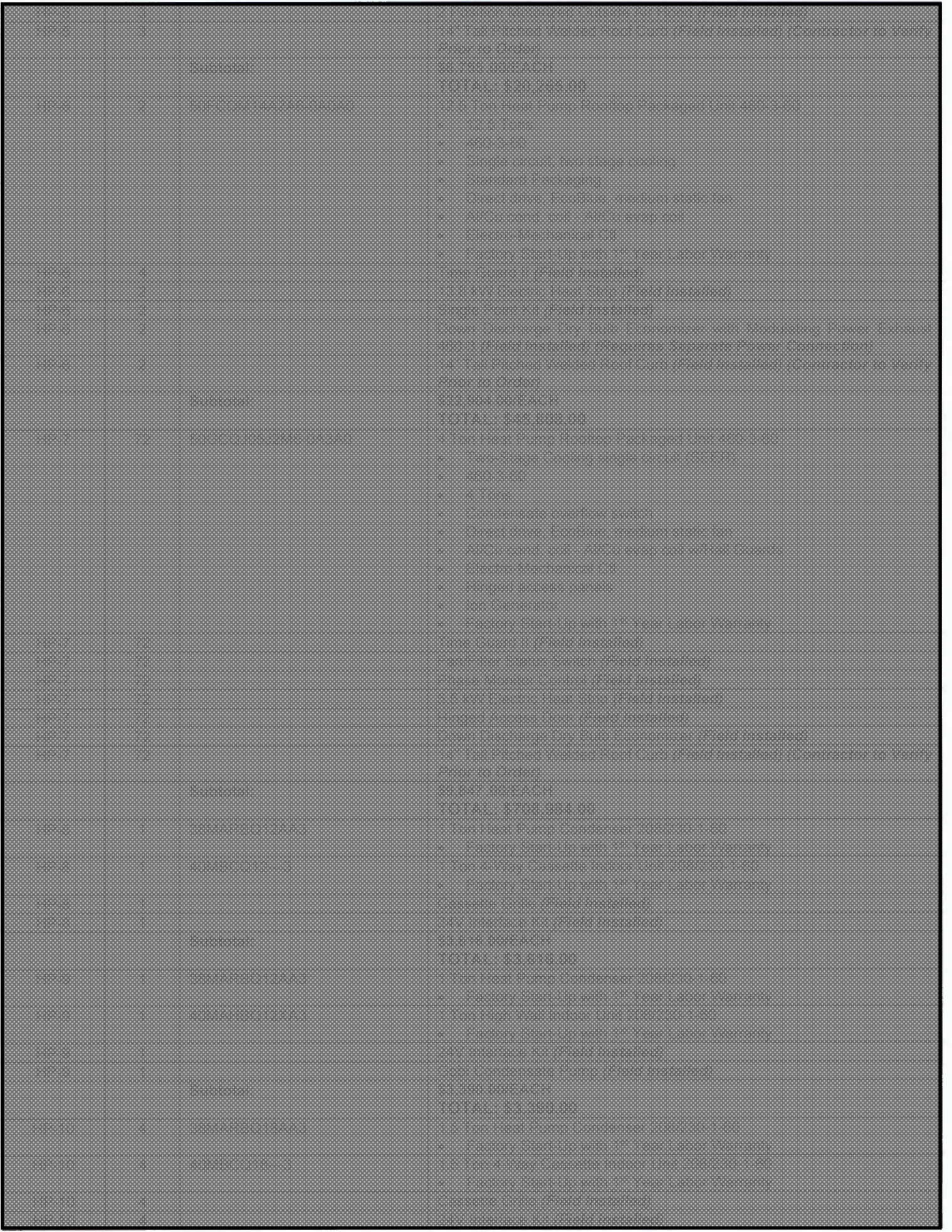
Project Name: BCSD BID #23-06-01 HVAC EQUIPMENT
Location: Bakersfield, CA
Attention: ALL BIDDERS

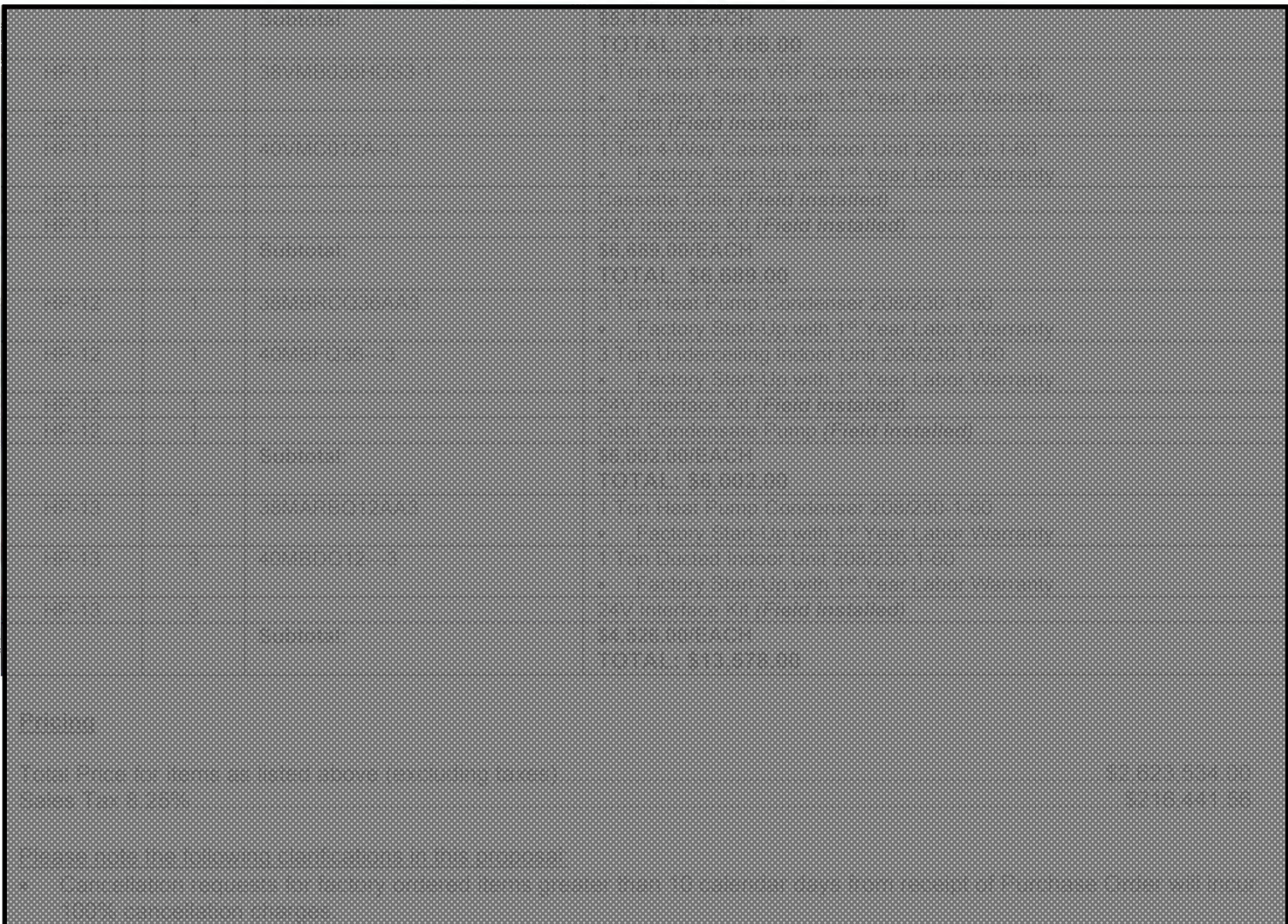
Bid Date: 07/17/2023
Expiration Date: 08/16/2023
Proposal Number: 0723TVU2087

We are pleased to quote the following equipment for the above referenced project in accordance with attached terms and conditions.

Mark For	Qty	Model Number	Description
HP-1	117	50GCQJ06A2A6-0A0A0	5 Ton Heat Pump Rooftop Packaged Unit 460-3-60 <ul style="list-style-type: none"> • 5 Tons • 460-3-60 • Two-Stage Cooling single circuit • Direct drive, EcoBlue, medium static fan • Al/Cu cond. coil - Al/Cu evap coil • Electro-Mechanical Ctl • Factory Start-Up with 1st Year Labor Warranty
		17	
HP-1	117		Time Guard II <i>(Field Installed)</i>
HP-1	117		10.6 kW Electric Heat Strip <i>(Field Installed)</i>
HP-1	117		Down Discharge Dry Bulb Economizer with Modulating Power Exhaust 460-3 <i>(Field Installed) (Requires Separate Power Connection)</i>
HP-1	117		14" Tall Pitched Welded Roof Curb <i>(Field Installed) (Contractor to Verify Prior to Order)</i>
HP-2	3	50VT-K24---3	2 Ton Heat Pump Rooftop Packaged Unit 208/230-1-60 <ul style="list-style-type: none"> • 208/230-1-60V • 2 -Tons • Standard Heat • Factory Start-Up with 1st Year Labor Warranty
		1	
HP-2	3		Time Guard II <i>(Field Installed)</i>
HP-2	3		5.4 kW Electric Heat Strip <i>(Field Installed)</i>

HP-2	3		2 Position Motorized Outside Air Hood <i>(Field Installed)</i>
HP-2	3	1	14" Tall Pitched Welded Roof Curb <i>(Field Installed)</i> (Contractor to Verify Prior to Order)
HP-3	17	2	50FCQM07A2A6-0A0A0 6 Ton Heat Pump Rooftop Packaged Unit 460-3-60 <ul style="list-style-type: none"> • 6 Tons (07) • 460/3/60 • Single circuit, two stage cooling • Standard Packaging • Dir Drive-EcoBlue-Med Static • Al/Cu - Al/Cu • Electro-Mechanical Ctl • Factory Start-Up with 1st Year Labor Warranty
HP-3	17		Time Guard II <i>(Field Installed)</i>
HP-3	17		10.6 kW Electric Heat Strip <i>(Field Installed)</i>
HP-3	17		Down Discharge Dry Bulb Economizer with Modulating Power Exhaust 460-3 <i>(Field Installed)</i> <i>(Requires Separate Power Connection)</i>
HP-3	17		14" Tall Pitched Welded Roof Curb <i>(Field Installed)</i> (Contractor to Verify Prior to Order)





Bid Excludes:

- Smoke Detectors
- Convenience Outlets
- Disconnects
- **Thermostats, Thermostat Wire & Conduit**
- DDC Controls, Control Sensors, Controls Switches, Unitary Interface Controllers
- Parts & Labor For Test & Balance
- Parts & Accessories for Existing Equipment
- Extended Warranties
- Maintenance & Service Contracts, Occupancy Adjustments, and Periodic Cleaning
- Owner Training
- Functional Testing or Equipment Demonstration
- IECC 3rd Party Commissioning Support
- Equipment not mentioned above

Pelican Thermostats are part of the OFCI. Reference the attached Cut Sheet Bidding Purposes.

Package Units

Excludes:

- **Pleated Filters and Spare Sets of Filters**
- Spare Belts, Drives/ Pulleys
- Roof Curb Adapters or Duct Transitions (If existing is Carrier, an adapter may not be required)
- Roof Curb Cant Strip and Insulation
- External Vibration Isolation Roof Curbs/ Mounts/ Rails/ Seismic Restraints

Warranty:

- 1st Year Complete Unit Parts Only
- 5 Year Compressor Parts Only
- 10 Year Heat Exchanger Parts Only

Ductless Split Systems

Excludes:

- Pleated Filters and Spare Sets of Filters
- Condensing Unit Roof Curbs/ Platforms/ Housekeeping Pads
- External Vibration Isolation Hangars/ Mounts/ Pads/ Seismic Restraints
- Refrigerant Line Kits
- Secondary Drain Pans and Float Switches
- Sight Glasses

Warranty:

- 7 Year Complete Unit Parts Only

Andrew Arballo

Sigler

**Strategic Accounts Manager
559-365-9581
AARBALLO@SIGLERS.COM**

Review Bid Documents/ Drawings for Quantities.



TS250 Internet-Enabled Thermostat with Integrated CO² Sensor

The Pelican Internet-Enabled Thermostat with an integrated CO² sensor provides commercial customers with virtual climate and air quality management. The TS250 delivers accurate temperature management, air quality (CO²) management, leading edge energy efficiency, built-in safeties and alarming, and fine tuned comfort. Coupled with the Pelican Web App, the TS250 tracks space temperature, CO² levels, and HVAC operational data in real-time and historically. All information is displayed in real-time online and is viewable on any Internet-connected device.



+ MESH WIRELESS NETWORK

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

+ FAULT ALARMING

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

+ WEB APP

Virtual and central management of TS250 available on all smart phones, tablets, and PCs. Directly manage thermostat temperature and CO² levels through a web browser. Designed for intuitive control over multiple thermostats.

+ HISTORICAL TREND DATA

Online viewable historical data of space temperature, setpoints, HVAC demand, CO² level, and fan demand.

+ INSTALLATION

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

+ SCHEDULING

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

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



Specifications

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

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

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

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

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

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

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

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ATTACHMENT:

Bakersfield City School District Owner-Furnished Contractor-Installed (OFCI)

Electrical Equipment

5-Pages



Fremont Elementary School

607 Texas Street

Bakersfield, CA 93307

Bakersfield City School District



BAKERSFIELD CITY SCHOOL DISTRICT

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

HVAC Electrical Equipment			
Line No.	Description and Specifications	QTY	Unit Type
1	Electrical Panel, 200A 3P Panel ("HE")	1	Each
2	Electrical Panel, 150A 3P Panel ("HF")	1	Each
3	Electrical Panel, 200A 3P Panel ("HC")	1	Each
4	Electrical Panel, 200A 3P Panel ("HD")	1	Each

LED FIXTURE SCHEDULE							
TYPE	MANUFACTURER AND CATALOG NUMBER	LED MODULE			DRIVER	OPTIC/LENS	REMARKS
		TYPE	COLOR TEMP	WATTS			
A 43	LITHONIA SPX 2X4 6000LM 80CRI 35K BFR MPL MIN10 ZT MVOLT MW		3500K	43	0-10V 10%	DIFFUSE	2X4 LED
B 34	LITHONIA FMLWL 848		4000K	34	0-10V	DIFFUSE	4 FT S/M WRAP
C 43	LITHONIA SPX 2X4 6000LM 80CRI 35K BFR MPL MIN10 ZT MVOLT MW-2X4SMKSHPPAE		3500K	43	0-10V 10%	DIFFUSE	2X4 LED W/ SURFACE MOUNT WRAP
E 1	ISOLITE DTH SWW UN		GREEN	1	ELV	GREEN	DUAL TECH
EM 6	ISOLITE BUG 6 WH		4000K	6	NICAD BATTERY	PRISMATIC	EM LIGHT

APPLICABLE CODE REQUIREMENTS

PERFORMANCE OF THE WORK OF THIS CONTRACT SHALL CONFORM TO THE REQUIREMENTS OF APPLICABLE GOVERNING CODES AND ORDINANCES INCLUDING THE FOLLOWING:

- 2022 BUILDING STANDARDS ADMINISTRATIVE CODE, PART 1, TITLE 24, C.C.R.
- 2022 CALIFORNIA BUILDING CODE, PART 2, TITLE 24 C.C.R. (2020 IBC, VOLUMES 1-3 WITH CALIFORNIA AMENDMENTS)
- 2022 CALIFORNIA ELECTRICAL CODE, PART 3, TITLE 24 C.C.R. (2020 N.E.C. WITH CALIFORNIA AMENDMENTS)
- 2022 CALIFORNIA MECHANICAL CODE, PART 4, TITLE 24 C.C.R (2020 U.M.C. WITH CALIFORNIA AMENDMENTS)
- 2022 CALIFORNIA PLUMBING CODE, PART 5, TITLE 24 C.C.R. (2020 U.P.C. WITH CALIFORNIA AMENDMENTS)
- 2022 CALIFORNIA ENERGY CODE, PART 6, TITLE 24 C.C.R.
- 2019 CALIFORNIA FIRE CODE, PART 9, TITLE 24 C.C.R. (2012 I.F.C. WITH CALIFORNIA AMENDMENTS)
- 2019 CALIFORNIA REFERENCED STANDARDS, PART 12, TITLE 24 C.C.R. (NOTE SEE UL STANDARDS 1971 FOR ("VISUAL DEVICES"))
- NFPA 13 AUTOMATIC SPRINKLER SYSTEM -----2022 EDITION
- NFPA 14 STANDPIPE SYSTEM -----2019 EDITION
- NFPA 17A WET CHEMICAL SYSTEM -----2021 EDITION
- NFPA 24 PRIVATE SERVICE MAINS -----2022 EDITION
- NFPA 72 NATIONAL FIRE ALARM CODE -----2022 EDITION (NOTE SEE UL STANDARDS 1971 FOR ("VISUAL DEVICES"))

GENERAL NOTES

- VISIT JOB SITE AND VERIFY EXISTING CONDITIONS PRIOR TO BID.
- THE ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE 2022 CALIFORNIA ELECTRICAL CODE AND ALL APPLICABLE LOCAL ORDINANCES WHERE PLANS CALL FOR A HIGHER STANDARD THAN APPLICABLE CODES, THE PLANS SHALL GOVERN.
- CONDUIT RUNS ARE SHOWN DIAGRAMMATICALLY. EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD TO SUIT FIELD CONDITIONS.
- ALL ELECTRICAL EQUIPMENT, APPLIANCES AND LIGHTING FIXTURES SHALL BE LISTED BY A RECOGNIZED TEST LAB AND BEAR THAT LABEL OF APPROVAL.
- CONTRACTOR SHALL FURNISH, INSTALL AND CONNECT ALL MATERIAL AND EQUIPMENT FOR THIS WORK UNLESS OTHERWISE NOTED.
- FURNISH DISCONNECT SWITCHES AT REMOTE MOTORS.
- ALL SPACES AS INDICATED ON PANELS OR SWITCHBOARDS SHALL BE COMPLETE WITH HARDWARE AND BUSING FOR FUTURE BREAKER OR SWITCH.
- CHECK ARCHITECTURAL PLANS FOR DOOR SWINGS BEFORE INSTALLING SWITCH OUTLETS.
- GROUNDING AND BONDING SHALL BE PER CODE PLUS ANY ADDITIONAL PROVISIONS SPECIFIED OR SHOWN ON DRAWINGS.
- ALL CONDUIT RUNS SHALL CONTAIN A CODE SIZED GREEN GROUND WIRE.
- THESE PLANS ARE NOT COMPLETE UNTIL APPROVED BY THE AUTHORITY HAVING JURISDICTION.
- ALL FEEDER CONDUCTORS SHALL BE IN CONDUIT. BRANCH CIRCUITS MAY BE NON-METALLIC SHEATHED CABLE.
- ALL CONDUCTORS SHALL BE COPPER WITH TYPE THIN/THWN INSULATION.

ACCESSIBILITY NOTES

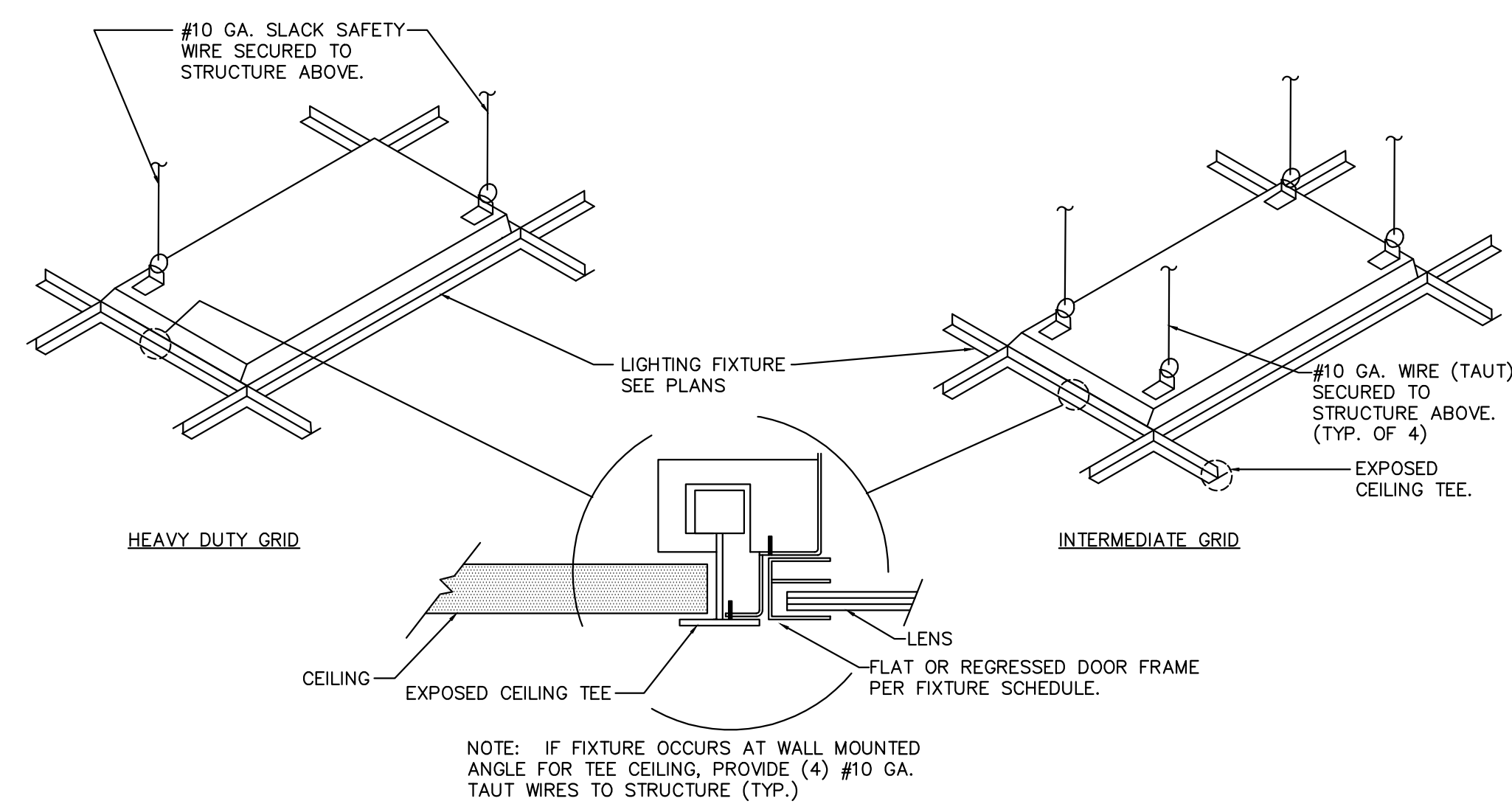
Installation of switches, outlets and controls to reflect the accessibility requirements of the 2019 CBC Chapters 11A and 11B for Accessibility.

- CBC 11B-308.1.1 Electrical controls and switches intended to be used by the occupant of a room or area shall be located within the allowable reach ranges. Low reach shall be measured from the bottom of the outlet box and high reach is measured to the top of the outlet box.
- CBC 11B-308.1.2 Electrical receptacle outlets on branch circuits of 30 amperes or less and communication system receptacles shall be located in the allowable reach range. Low reach shall be measured from the bottom of the outlet box and high reach is measured to the top of the outlet box.
- CBC 11B-308.2.1 High forward reach that is unobstructed shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above finish floor or ground.
- CBC 11B-308.2 Forward Reach Obstructed - Electrical receptacle outlets shall be located no more than 44 inches measured from the top of the receptacle outlet box when the obstruction is over 20" and does not exceed 25". When the depth is less than 20" height can be increased to 48". (desk counters)
- CBC 11B-308.3 Side Reach Obstructed - Electrical receptacle outlets shall be located no more than 46 inches measured from the top of the receptacle outlet box when the obstruction is over 10" and does not exceed 24". When the depth is less than 10" height can be increased to 48".
- Overhang light fixtures or wall fixtures projecting more than 4" from the wall surface shall be a minimum of 80" above the walking surface.

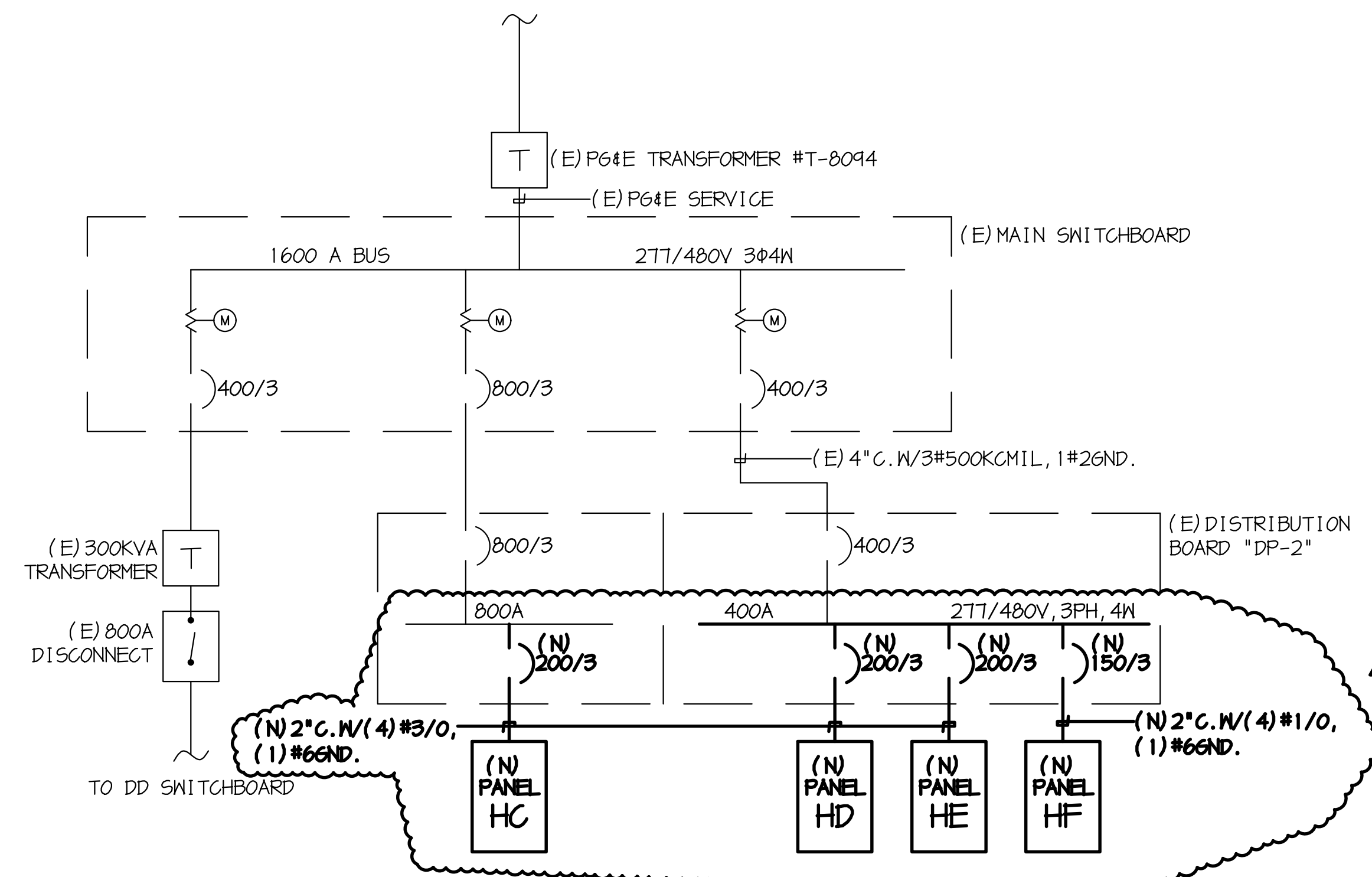
SYMBOLS

- CONDUIT EXISTING
 - CONDUIT CONCEALED IN WALL OR CEILING
 - CONDUIT CONCEALED UNDER FLOOR OR BELOW GRADE
 - CONDUIT STUBBED OUT AND CAPPED
 - CONDUIT TURNED UP
 - CONDUIT TURNED DOWN
 - HATCH MARKS INDICATE NO. OF #2 WIRES IN CODE SIZED CONDUIT (3) MAX IN 1/2" C., (6) MAX IN 3/4" C., (8) MAX IN 1" C., NO MARKS = 2 #2
 - HOME RUN LETTER INDICATES PANEL, NUMBER(S) INDICATES CIRCUIT(S)
 - SAWGUT
 - GROUND CONNECTION
 - DISTRIBUTION SWITCHBOARD OR PANEL
 - PANEL, BRANCH CIRCUIT TYPE, SURFACE AND FLUSH SIGNAL TERMINAL CABINET, SURFACE & FLUSH
 - LINEAR SURFACE FIXTURE
 - OUTLET DATA: BAR INDICATES WALL MOUNT, LETTER INDICATES SWITCH CONTROL, NO. INDICATES CIRCUIT.
 - SURFACE FIXTURE ON FLUSH OUTLET.
 - RECESSED FIXTURE WITH JUNCTION BOX FOR THRU WIRING
 - EXIT LIGHT WITH ARROWS AS SHOWN ON PLANS, WALL AND CEILING MOUNT.
 - LOW LEVEL EXIT SIGN, +6" AFF, +4" FROM DOOR JAMB
 - LIGHT FIXTURE DESIGNATION, LETTER INDICATES TYPE, NO. INDICATES WATTAGE. SEE FIXTURE SCHEDULE.
 - MECHANICAL EQUIPMENT DESIGNATION. SEE MECHANICAL DRAWINGS.
 - SPECIAL RECEPTACLE - SEE PLAN METER
 - FLUSH FLOOR RECEPTACLE
 - RECEPTACLE, DUPLEX, 15A, 125V, NEMA 5-15R +18" UNO.
 - DUPLEX RECEPTACLE MTD. ABOVE BACKPLASH
 - DUPLEX RECEPTACLE W/LOWER HALF SWITCHED
 - GROUND FAULT CIRCUIT INTERRUPTING RECEPTACLE
 - DOUBLE DUPLEX RECEPTACLE
 - CEILING RECEPTACLE
 - RECEPTACLE, DUPLEX, 20A, 125V, NEMA 5-20R +18" UNO.
 - JUNCTION BOX 4" SQUARE, 1-1/2" DEEP UNO.
 - THERMOSTAT F.D.O. +48"
 - MOTOR, NO. INDICATES HORSEPOWER
 - CLOCK OUTLET +T-6" UNO.
 - DISCONNECT SWITCH, NON-FUSED
 - DISCONNECT SWITCH FUSED HORSEPOWER RATED OR SIZED AS NOTED
 - COMBINATION MAGNETIC STARTER WITH DISCONNECT SWITCH AND FUSES
 - MAGNETIC MOTOR STARTER W/OVERLOADS IN EACH PHASE
 - DIMMER W/INTEGRAL "ON-OFF" SW.
 - PUSHBUTTON
 - PHOTOCELL
 - SMOKE DETECTOR
 - TELEPHONE/COMPUTER/DATA OUTLET, TWO GANG BOX W/1 GANG COVERPLATE & GROMMETED OPENING +18" UNO.
 - CABLE TV OUTLET +18" UNO.
 - MOTION SENSOR
 - EXISTING SWITCH
 - SINGLE POLE SWITCH
 - DOUBLE POLE SWITCH
 - THREE WAY SWITCH
 - SWITCH W/PILOT LT.
 - MANUAL MOTOR STARTER
 - FIRE ALARM CONTROL PANEL
 - GROUND FAULT CIRCUIT INTERRUPTING
 - LABOR SAVING TANDEM
 - MAIN LUBS ONLY
 - WITH CONDUIT ONLY
 - WEATHERPROOF
 - FURNISHED BY OTHERS, INSTALL & CONNECT
 - UNLESS NOTED OTHERWISE
 - NATIONAL ELECTRICAL CODE
 - NOT IN CONTRACT
 - EXISTING
 - NEW
 - REMOVE
 - RELOCATE
 - SURFACE MOUNT
 - UNDERGROUND
 - COLD WATER PIPE
 - ABOVE FINISHED FLOOR
 - HEATING AND AIR CONDITIONING RATED CIRCUIT BREAKER
 - NIGHT LIGHT
- NOTE: NOT ALL SYMBOLS SHOWN ARE USED ON THIS PROJECT.

EXISTING ELECTRICAL SERVICES HAS BEEN INVESTIGATED AND FOUND TO HAVE ADEQUATE CAPACITY FOR THE PROPOSED LOAD ADDITION SHOWN ON THESE PLANS. SITE INSPECTOR IS TO WITNESS AND VERIFY GROUNDING TESTS.



LIGHT FIXTURE SUPPORT DETAIL



SINGLE LINE DIAGRAM



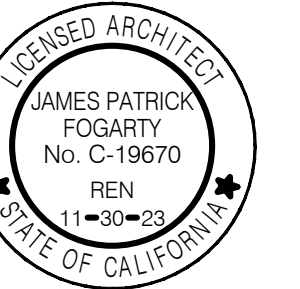
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CAMPUS HVAC SYSTEM UPGRADE

Fremont Magnet
Elementary School

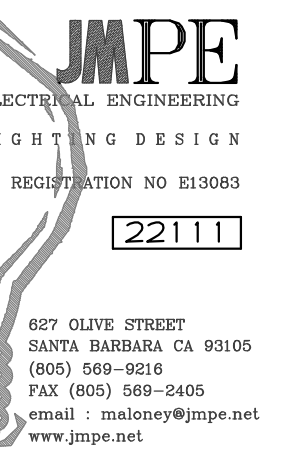
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PROJECT INFO

Project No	566-0018
Date	09.08.23
DSA File No	15.6
DSA No	03-122840

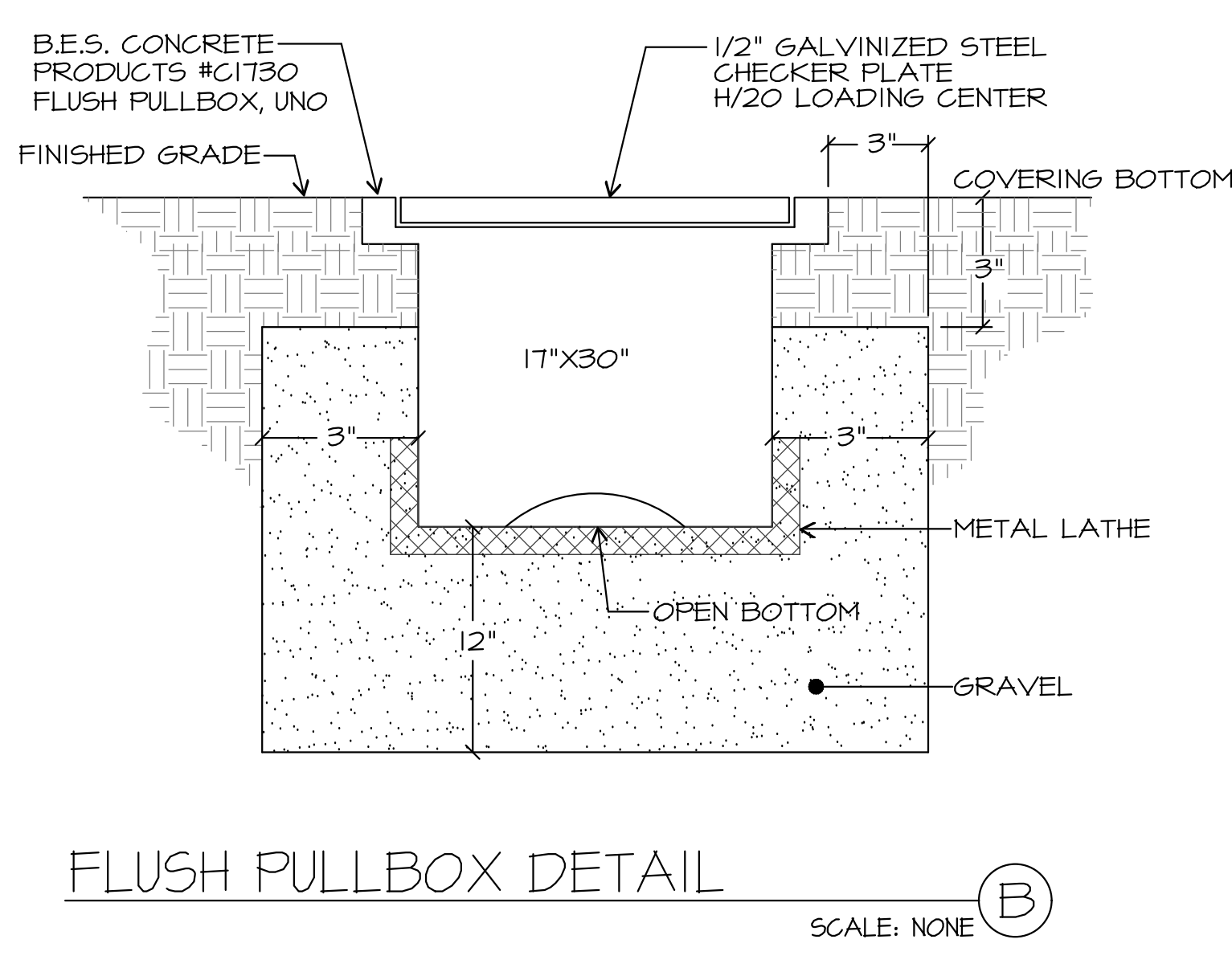
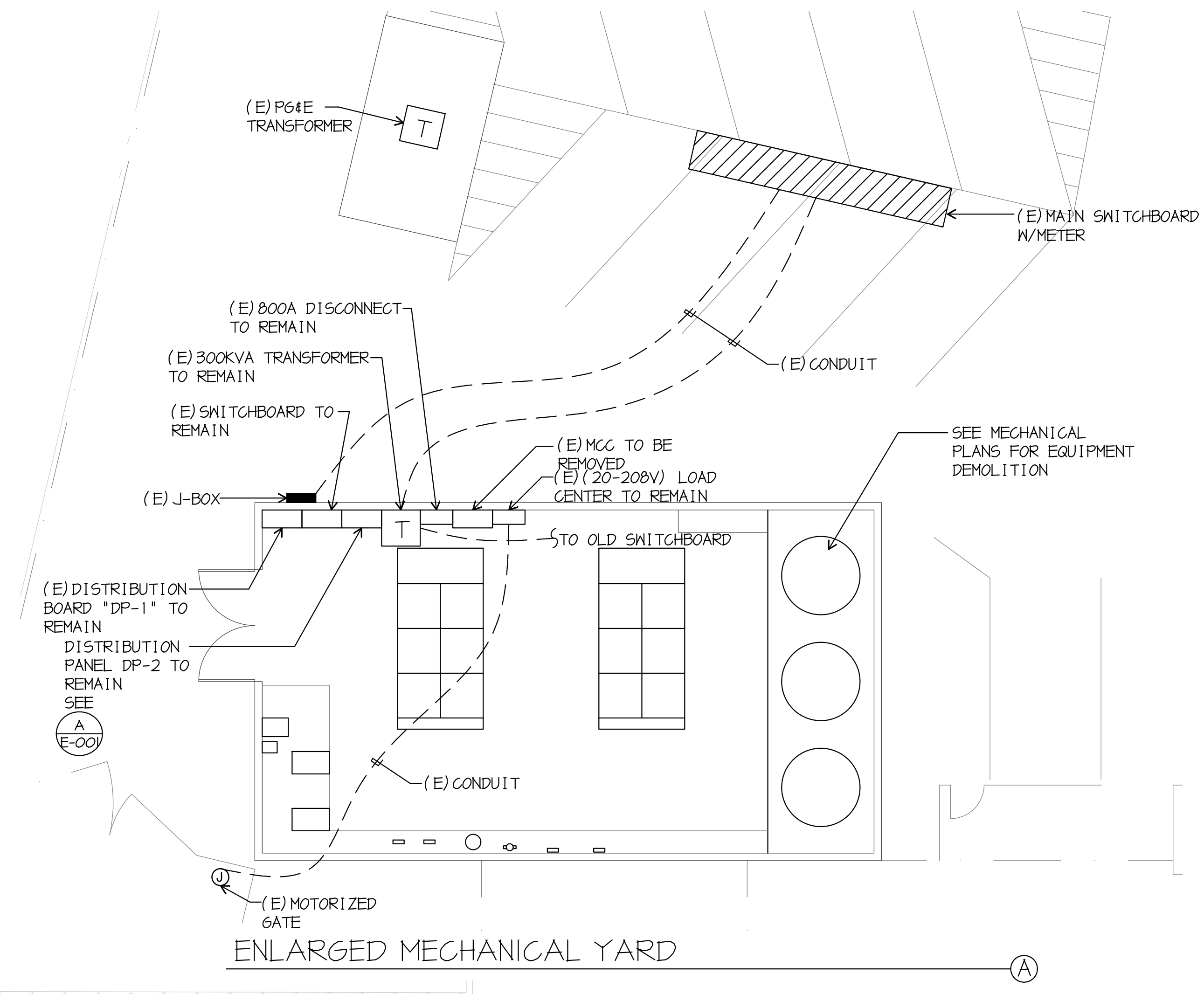
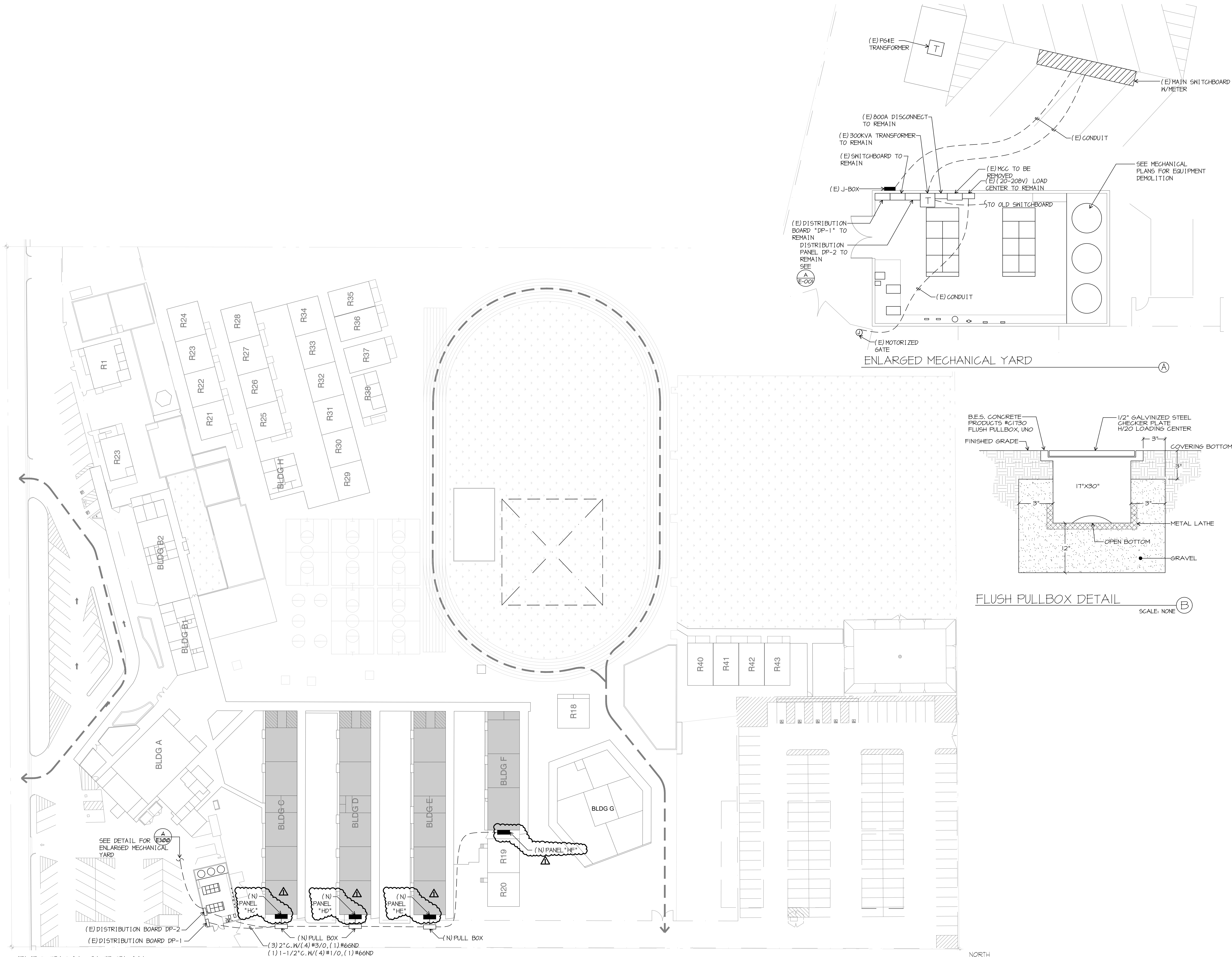
REVISIONS

No	Date	Item
00.00.08		DESCRIPTION
09.15.23		ELECTRICAL GEAR

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SINGLE LINE AND GENERAL NOTES

E-001



ELECTRICAL SITE PLAN

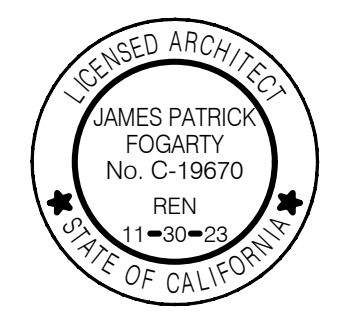


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**CAMPUS HVAC
 SYSTEM UPGRADE**

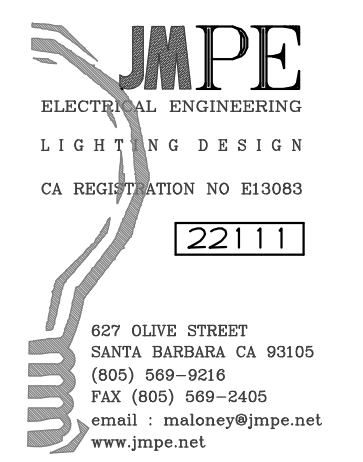
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 Bakersfield City School District

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CONSULTANT



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**ELECTRICAL
 SITE PLAN**

E-500