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PROJECT MANUAL

FOR REBID-HUGHSON HIGH SCHOOL EXTERIOR PAINTING

For Hughson Unified School District

OWNER:

Hughson Unified School District
7448 Fox Road
Hughson, CA 95326
(209) 883-4428

ARCHITECT:

TPH Architects
519 McHenry Avenue
Modesto, CA 95354
(209) 571-2232

BID SET (REBID)

REBID - HUGHSON HIGH SCHOOL EXTERIOR PAINTING
HUGHSON UNIFIED SCHOOL DISTRICT

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END OF SECTION

HUGHSON UNIFIED SCHOOL DISTRICT
7448 Fox Road, Hughson, CA 95326

REBID - NOTICE TO BIDDERS

Sealed bids for REBID - HUGHSON HIGH SCHOOL EXTERIOR PAINT, for HUGHSON UNIFIED SCHOOL DISTRICT will be received in the District office of HUGHSON UNIFIED SCHOOL DISTRICT, 7448 Fox Road, Hughson, CA 95326 until **April 28, 2026 at 10:00 a.m.**, at which time they will be opened and read.

Plans and Specifications are on file and may be viewed or downloaded from the website of TPH Architects, at <http://tpharchitects.com/bidding/>

A mandatory pre-bid job walk is scheduled for **April 21, 2026, at 10:00 a.m. at 7419 E. Whitmore, Hughson, CA 95326. We will meet at the flagpole.** The pre-bid job walk must be attended by a Principal of the company proposing to submit a bid or a representative of the company. The bid of any Contractor not in attendance at the pre-bid job walk will not be accepted.

If further information is needed, contact Mike Clark, AIA, at (209) 571-2232, mclark@tpharch.com.

Bids shall be submitted on forms included in the Bid Package.

The District has determined the general prevailing rate to be the per diem wages for each craft or type of workman or mechanic needed to execute this contract as set forth in the collective bargaining agreements for Stanislaus, San Joaquin, and Merced Counties, California. COMPLIANCE MONITORING: This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations, Office of the Labor Commissioner. Copies of all collective bargaining agreements relating to the work are on file and available for inspection in the office of the California Department of Industrial Relations, Division of Labor Statistics and Research, 455 Golden Gate Avenue, San Francisco, CA, 94102, (415-703-4780), <http://www.dir.ca.gov/dlsr/> .

In compliance with SB 854, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

In addition, no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

A valid C33 contractor's license will be required.

HUGHSON UNIFIED SCHOOL DISTRICT reserves the right to waive any irregularity or informality in the bidding.

Published: April 10, 2026
April 17, 2026

INSTRUCTIONS TO BIDDERS

Securing Documents:

Drawings and Specifications are available at: <http://tpharchitects.com/bidding/>.

Proposals:

Proposals to receive consideration shall be made in accordance with the following instructions:

1. Proposals shall be made on a form obtained from the Architect or Owner. All items on the form must be filled out. Numbers must be stated in figures, and the signatures of all individuals must be in longhand. The completed form must be without interlineation, alterations, or erasures.
2. No proposal will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the Contract Documents.
3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Architect who will send written instructions clarifying such questions to each bidder.
4. Each bid must give the full business address of the bidder and be signed by him and his usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing.

Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

5. Contractor Registration: In compliance with SB 854, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

In addition, no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

6. Labor Compliance Requirements: This contract/project is subject to compliance monitoring and enforcement by the Department of Industrial Relations, Office of the Labor Commissioner.

Vendor/Contractor must comply with all labor compliance requirements including but not limited to prevailing wage, SB 854, Labor Code section 1771, 1771.1., 1774-1776, 1777.5, 1813 and 1815, as applicable.

1771.1. (a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

7. Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, every Bidder shall, in his bid, set forth:
 - A. The name, location of the place of business, Contractor's License Number, and DIR Registration 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 improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in plans and specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the bidder's total bid.
 - B. The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion of the work as defined in the bid. If the bidder fails to specify a subcontractor for each portion of the work to be performed under the contract in excess of one-half (1/2) of one percent (1%) of the bidder's total bid, he agrees to perform that portion himself. The successful bidder shall not, without the consent of the Owner either:
 - 1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
 - 2) Permit any subcontractor to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
 - 3) Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which his original bid did not designate a subcontractor.

8. California Nonresident Vendors

- A. California nonresident vendors may be subject to a 7% withholding on payments over \$1500 annually who are paid for:
 - 1) Performing services in California,
 - 2) A rental/lease of property located in California,
 - 3) Rental/lease of machinery and equipment,
 - 4) Royalties.
- B. California nonresident vendors will be required to fully complete and provide the appropriate tax forms as required by the State of California Franchise Tax Board.
- C. California nonresident vendors will also be required to fully complete and provide a Form 587 or 590.
- D. All vendors will be required to fully complete and provide a Form W-9.

9. Proposals must be accompanied with a certified cashier's check, bank issued official check, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the base bid. The certified cashier's check, bank issued official check, or bidder's bond shall be made payable to the order of HUGHSON UNIFIED SCHOOL DISTRICT. If a bidder's bond accompanied the proposal, said bond shall be secured by a California based surety company satisfactory to HUGHSON UNIFIED SCHOOL DISTRICT.

Said check or bond shall be given as a guarantee that the bidder will enter into the contract and furnish the necessary bonds and insurance if awarded the work, and in case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be payable to HUGHSON UNIFIED SCHOOL DISTRICT and retained as liquidated damages.

10. Proposals shall be sealed and filed in the Purchasing Office, HUGHSON UNIFIED SCHOOL DISTRICT, 7448 Fox Road, Hughson, CA 95326 no later than **April 28, 2026 at 10:00 a.m.**

Withdrawal of Proposals:

Proposals may be withdrawn by the bidder prior to the time fixed for the opening of bids.

Opening of Proposals:

Opening of proposals shall be as soon after the hour set as will be possible. Any and all bidders will be permitted to attend. The Board of Trustees is allowed sixty (60) days from that date in which to determine low bidder.

Examination of Contract Documents and Site:

Before submitting a proposal, bidders shall examine the contract documents. They shall visit the site of the proposed work, examine the building, or buildings, if any, and any work that may have been done thereon. They shall fully inform themselves of all conditions, in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.

Form of Contract:

The form of contract which the successful bidder will be required to execute, if awarded the work, is attached hereto and is made a part hereof. Such contract contains, among other things, matters required by State Law to be inserted in contracts for public work, including wage scale, hours of work per day, etc.

Addenda:

Any addenda or bulletins, issued during the time of bidding, shall form a part of the contract documents loaned to the bidder for the preparation of his proposal, shall be covered in the proposal, and shall be made a part of the contract.

Award of Contract:

Rejection of any or all proposals, to abandon work entirely or waiver of any informality in receiving of bids is reserved as the right of the Owner. Before the contract is awarded, the Board of Trustees may at his sole discretion, require from the proposed Contractor further evidence of the reasonable qualifications of such contractor to faithfully, capable, and reasonable perform such proposed contract and may consider such evidence before making its decision on the award of such proposed contract.

The contract shall be awarded to the lowest responsible bidder as interpreted by the Owner and specified herein and shall be entered into by the successful bidder within the (10) days after being notified by the Owner. Identity of lowest bidder will be determined by adding to or subtracting from the base bid the cost of such alternatives as Owner decided to include in the work and contract. The award, if made, will be made within sixty (60) days after the opening of the proposal.

Public Works Project Award Notification:

The PWC 100 form should be completed on-line by the Awarding Body. The completion and the submission of this form fulfills the required public works project award notification to both the Division of Apprenticeship Standards [Labor Code sec. 1773.3 (replacing former DAS-13 notification) and the Division of Labor Standards Enforcement Public Works Compliance Monitoring Unit [8 Cal. Code Reg. sec. 16451(a)].

Execution of Contract:

The Contract shall be signed by the successful bidder in duplicate counterpart and returned, together with the contract bonds and required insurance certificates, policies and endorsements within ten (10) days after the bidder has received notice that the contract has been awarded. Contractor and Owner shall sign a set of the contract documents for filing with the contract.

Contract Bonds:

Two bonds, as itemized below and in the forms presented in these contract documents, shall be furnished by the successful bidder at the time of entering into contract and filed with the Board of Trustees. They shall be in the form of surety bonds issued by corporations duly and legally licensed to transact business in the State of California, satisfactory to the Owner.

Performance Bond in the amount of one hundred percent (100%) of the contract sum to insure Owner during construction and for one year after completion against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of contract and shall be secured from a California based surety or sureties satisfactory to the Owner.

Contractor's Bond (Labor and Material) in the amount of one hundred percent (100%) of the contract sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this contract and shall be secured from a California based surety or sureties satisfactory to the Owner.

Payments:

Payments to the Contractor on account of the contract shall be made in accordance with the terms of the contract.

Certified Payroll:

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.

Time of Completion and Liquidated Damages:

Time is of the essence in this contract, and all work called for herein and all requirements shall be completed within sixty (60) calendar days.

Should said work not be completed within the time limit as may be extended as herein provided, damages will be sustained by the Owner. It is understood and agreed that it is and will be impracticable or extremely difficult to determine the actual amount of damages which the Owner will sustain in the event of and by reason of such delay, and it is therefore agreed that the contractor will pay the Owner liquidated damages as specified in Article 8 of the General Conditions.

Partial Payments:

Once each month during the progress of the work, Contractor shall submit to Architect a progress payment request. The progress payment request shall be based on the approved bid breakdown for the cost of the work completed plus the acceptable materials delivered to the site or stored subject to the control of Contractor and not yet installed. The progress payment request shall be submitted on the monthly anniversary of the day selected by the Owner at job start meeting. Architect shall review and may certify as to the validity of the request. No progress payment shall be made without the certification of Architect. Progress payment requests shall be processed with a minimum of a five percent (5%) retention. This retention is part security for the fulfillment of the contract by Contractor. Progress payments shall not be construed as acceptance of any work which is not in accordance with the requirements of the contract.

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as principal, and _____
_____ as Surety, are hereby held and firmly bound unto
HUGHSON UNIFIED SCHOOL DISTRICT, hereinafter called the "Owner", in the sum of:

_____ Dollars
(\$ _____)

for payment of which sum, well and truly to be made, we hereby jointly and severally find ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the:

REBID-HUGHSON HIGH SCHOOL EXTERIOR PAINT
for
HUGHSON UNIFIED SCHOOL DISTRICT

in strict accordance with Contract Documents.

NOW, THEREFORE,

- a. If said bid shall be rejected, or, in the alternate;
- b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Contractor's Bonds in the forms attached hereto (all property completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated. Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

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

IN WITNESS WHEREOF, the above-bounden parties have executed this Instrument under their several seals this _____ day of _____, 2026 the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

_____(Seal)

(Address)

(Business Address)

_____(Seal)

(Individual Principal)

(Address)

(Business Address)

Attest:

(Corporate Principal)

(Business Address)

By: _____
(Affix Corporate Seal)

The rate or premium on this bond is _____
per thousand. Total amount of premium charged, \$_____.

(This bond must be signed and acknowledged
by both Principal and Surety before a
Notary Public, and acknowledgments
with Notarial Seals attached hereto.)

Surety

By: _____
Attorney-in-fact

(The above must be filled in by Corporate Surety. Surety company must be California admitted insured.)

END OF SECTION

PAYMENT BOND
(Labor & Material)

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS,

and _____

Hereinafter designated as the "Principal," have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to:

REBID-HUGHSON HIGH SCHOOL EXTERIOR PAINT
for
HUGHSON UNIFIED SCHOOL DISTRICT
7419 E. Whitmore, Hughson, CA 95326

Which said agreement dated _____, 2026, and all of the contract documents attached to or forming a part of said agreement, are hereby referred to and made a part hereof; and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned _____
_____ as Corporate Surety, are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of

_____ Dollars
which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The conditions of this obligation is that if the said Principal or any of his or its subcontractors, or the heirs, executors, administrators successors, or assigns of any, all, or either of them, shall fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove 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 corporation entitled to file claims 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 effect.

And the said Surety, for value received, hereby stipulates and agrees that no charge, extension of time, alteration, or addition to the terms of said 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, this instrument has been duly executed by the Principal and Surety this _____ day of _____, 2026.

(To be signed by _____)
(Principal and Surety, _____)
(and acknowledged and _____)
(Notarial Seal Attached. _____)
Principal

Surety

By _____
(Attorney-in-fact)

The above bond is accepted and approved this _____ day of _____, 2026.

END OF SECTION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____, as Principal, and _____
_____, as Surety, are held and firmly bound unto HUGHSON
UNIFIED SCHOOL DISTRICT, in the County of _____,
State of California, hereinafter called the "Owner", in the sum of
_____ Dollars
(\$ _____)

for the payment of which sum well and truly made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain contract
with the Owner, date _____, 2026 for:

REBID-HUGHSON HIGH SCHOOL EXTERIOR PAINT
for
HUGHSON UNIFIED SCHOOL DISTRICT
7419 E. Whitmore, Hughson, CA 95326

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term of said
contract and any extension thereof that may be granted by the Owner, with or without notice to the
Surety, and during the life of any guaranty required under the contract, and shall also well and truly
perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all
duly authorized modifications of said contract that may hereafter be made, then, this obligation to
be void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alternation or addition to the terms of the contract or to the work to be performed thereunder,
or the specifications accompanying the same, shall in anyway affect its obligation on 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 to the work, or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their
several seals this _____ day of _____, 2026 , the name and corporate seal of
each corporate party being hereto affixed and these presents duly signed by its undersigned
representative, pursuant to authority of its governing body.

In presence of:

(Individual Principal)	(Seal)
(Address)	(Business Address)

Attest:

	(Corporate Principal)
	(Business Address)
	By: _____
	(Affix Corporate Seal)

Attest:

	(Corporate Surety)
	(Business Address)
	By: _____
	(Affix Corporate Seal)

The rate or premium on this bond is _____ per thousand.

Total amount of premium charged, \$ _____ .

(The above must be filled in by Corporate Surety.)

END OF SECTION

REBID-FORM OF PROPOSAL

_____, California

_____, 2026

Board of Trustees
HUGHSON UNIFIED SCHOOL DISTRICT
7448 Fox Road, Hughson, CA 95326

Members of the Board:

The undersigned doing business under the firm name of _____

_____ understands that the District may select from any line item(s) or combination of line items listed on the Base Bid. Furthermore, the undersigned, having carefully examined the Contract Documents, titled,

REBID-HUGHSON HIGH SCHOOL EXTERIOR PAINT

for

HUGHSON UNIFIED SCHOOL DISTRICT

proposes to furnish all materials and labor called for by them for the entire work, including all taxes for the following amounts:

Base Bid: The undersigned proposes to perform **all** work as defined in the Plans and Specifications to construct the project and all appurtenant work thereto for the sum of:

_____ Dollars
(\$ _____).

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the date of opening of the bids, or any time thereafter before the bid is withdrawn, the undersigned will, within ten (10) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a contract in the form of agreement present in these contract documents and give Performance and Contractor's Bonds and insurance certificates, endorsements, and/or policies in accordance with the Contract Documents.

The Undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed, or delivered:

Our Public Liability and Property Damage Insurance is placed with:

Our Worker's Compensation Insurance is placed with:

Circular letters, addenda, etc., bound with specifications or issued during the time of bidding are included in the proposal, and, in completing the contract, they are to become part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____

This bid may be withdrawn by the bidder at any time prior to the scheduled time for the opening of bids. The representations made herein are made under penalty of perjury.

Dated _____ ,

License No. _____

Expiration Date of License _____

By (please print) _____

Signed _____

Business Address _____

Telephone _____

Fax _____

Federal I.D# or Social Security #: _____

Department of Industrial Relations #: _____

Note: If Bidder is a corporation, write state of incorporation under signature, attach notarized proof of authority to bind corporation and list corporation officers; and, if a partnership, give full names of all partners. Use space below to record this information.

Do not include in the envelope any bids for other work.

DESIGNATION OF SUBCONTRACTORS

Contractor's Name: _____

In accordance with the provisions of Division 1, Chapter 4 of the Public Contract Code, known as the "Subletting and Subcontracting Fair Practices Act," the contractor signatory to this agreement shall be known as the prime contractor of the work herein specified, and he shall set forth in his bid the complete name, location of the place of business and license number of each subcontractor who will perform work or labor, or render service to the prime contractor in or about the construction of the work in an amount in excess of one-half (1/2) of one (1) percent of the prime contractor's total bid, and the portion of the work which will be done by each subcontractor if the contract for said work is awarded to said bidder. The prime contractor shall list only one subcontractor for each such portion of the work as is defined by the prime contractor in his bid.

If the prime contractor fails to specify a subcontractor or if he specified more than one subcontractor for any portion of work to be performed under the contract, in excess of one-half (1/2) of one (1) percent of the prime contractor's total bid, he agrees that he is fully qualified to perform that portion himself, and that he shall perform that portion himself. If, after the award of the contract, the prime contractor shall, except as provided for in said Chapter herein above referred to, subcontract any such portion of the work, the prime contractor shall be subject to the penalties provided.

Subcontractor Name: _____ **Location:** _____
Portion of Work: _____ **License#:** _____ **DIR#:** _____

Subcontractor Name: _____ **Location:** _____
Portion of Work: _____ **License#:** _____ **DIR#:** _____

Subcontractor Name: _____ **Location:** _____
Portion of Work: _____ **License#:** _____ **DIR#:** _____

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Subcontractor Name: _____ **Location:** _____
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Subcontractor Name: _____ **Location:** _____
Portion of Work: _____ **License#:** _____ **DIR#:** _____

Subcontractor Name: _____ **Location:** _____
Portion of Work: _____ **License#:** _____ **DIR#:** _____

"NONCOLLUSION AFFIDAVIT"

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

_____, being first duly sworn, deposes and says that he or she is

_____ of _____
is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Added Stats 1988 ch 1548 sec 1.

Signature

Date

Notary

END OF SECTION

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

- 1.1.1 The Contract Documents - The Contract Documents consist of the Contract, the Instructions to Bidders, the Bid Bond, Performance and Payment Bond, the Conditions of the Contract (General, Supplemental, and other Conditions), the Drawings, the Specifications, all Addenda, issued prior to execution of the Contract, and all Modifications thereto. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Architect pursuant to Subparagraph 1.2.5., or (4) a written order for a minor change in the work issued by the Architect pursuant to Paragraph 12.4. A Modification may be made only after execution of the Contract.
- 1.1.2 The Contract - The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto, and supersedes all prior negotiation, representations, or agreements, either written or oral, including the bidding documents. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.
- 1.1.3 The Work - The term work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 1.1.4 The Project - The Project is the total construction designed by the Architect of which the work performed under the Contract Documents may be the whole or a part.
- 1.1.5 Owner - The Owner is HUGHSON UNIFIED SCHOOL DISTRICT, of Stanislaus County, California, and named as such in the Agreement.
- 1.1.6 District - The District shall mean HUGHSON UNIFIED SCHOOL DISTRICT, Stanislaus County, California.
- 1.1.7 Estimated Completion Date - The Estimated Completion Date shall be the date set forth as such in the Supplemental General Conditions.
- 1.1.8 Fixed Completion Date - The fixed Completion Date shall be the date set forth as such in the Supplemental General Conditions.

1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

- 1.2.1 The Contract Documents, including the Contract in the forms furnished the bidder prior to his bid, shall be signed in not less than triplicate by the Owner and Contractor.
- 1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.
- 1.2.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Documents is to include all labor, materials, equipment, and other items as provided in Subparagraph 4.4.1 necessary for the proper execution and completion of the work. It is not intended that work not covered under any heading, section, branch, class, or trade of the Specifications shall be supplied unless it is required elsewhere in the Contract Documents or is reasonable inferable therefrom as being necessary to produce the intended results. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.
- 1.2.4 The organization of the Specifications into divisions, sections, and articles, and the arrangement of Drawings shall not control the Contractor in dividing the work among Subcontractors or in establishing the extent of work to be performed by any trade.
- 1.2.5 Written interpretations necessary for the proper execution of progress of the work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Architect and in accordance with any schedule agreed upon. Such interpretations shall be consistent with and reasonable inferable from the Contract Documents, and may be effected by Field Order.

1.3 COPIES FURNISHED AND OWNERSHIP

- 1.3.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, six (6) copies of Drawings and Specifications.

ARTICLE 2 - ARCHITECT

2.1 DEFINITION

- 2.1.1 The Architect is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Architect means the Architect or his authorized representative.

2.1.2 Nothing contained in the Contract Documents shall create any contractual relationship between the Architect and the Contractor.

2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The Architect will provide general Administration of the Construction Contract, including performance of the functions hereinafter described.

2.2.2 The Architect will be the Owner's representative during construction and until final payment. The Architect will have authority to act on behalf of the Owner to the extent provided in the Contract Documents, unless otherwise modified by written instrument which will be shown to the Contractor. The Architect will advise and consult with the Owner, and all of the Owner's instructions to the Contractor shall be issued through the Architect.

2.2.3 The Owner will provide one or more full time inspectors to assist the Architect in providing competent and adequate inspection during all normal working periods. The Inspector is to be approved by the Architect and The Division of the State Architect.

2.2.4 The Architect, his representatives, including the inspectors and owner, shall at all times have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the architect may perform his functions under the Contract Documents.

2.2.5 The Architect will make periodic visits to the site to familiarize himself generally with the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the Contract Document. On the basis of his on-site observations as an Architect, he will keep the Owner informed of the progress of the work, and will endeavor to guard the Owner against defects and deficiencies in the work of the Contractor. The Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The Architect will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connections with the work, and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

2.2.6 Based on such observations and the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.

- 2.2.7 The Architect will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect will, within a reasonable time, render such interpretations as he may deem necessary for the proper execution of progress of the work.
- 2.2.8. Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the work or the interpretation of the Contract Documents shall be referred initially to the Architect for decision which he will render in writing within a reasonable time.
- 2.2.9 All interpretations and decisions of the Architect shall be consistent with the intent of the Contract Documents.
- 2.2.10 The Architect's decision in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- 2.2.11 The Architect will have authority to reject work which does not conform to the Contract Documents. Whenever he considers it necessary or advisable to insure the proper implementation of the Contract Documents, he will have authority to require the contractor to stop the work or any portion thereof, or to require special inspection or testing of the work as provided in Subparagraph 7.8.2 whether or not such work be then fabricated, installed or completed. However, neither the Architect's authority to act under this Subparagraph 2.2.11, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Architect to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the work.
- 2.2.12 The Architect will review Shop Drawings and Samples as provided in Subparagraph 4.12.1 through 4.12.8 inclusive.
- 2.2.13 The Architect will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the work as provided in Subparagraph 12.5.1.
- 2.2.14 The Architect will conduct inspections to determine the dates of the Substantial Completion and final completion, will review written guarantees and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment.
- 2.2.15 The Architect will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of his or their agents or employees, or any other persons performing any of the work.

2.2.16 In case of the termination of the employment of the Architect, the Owner shall appoint an architect whose status under the Contract Documents shall be that of the former architect.

ARTICLE 3 - OWNER

3.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.1.1 The Owner shall furnish all surveys describing the physical characteristics, legal limits and utility locations for the site of the project.

3.1.2 The Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities.

3.1.3 Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the work.

3.1.4 The Owner shall issue all instructions to the Contractor through the Architect.

3.1.5 The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein and especially those in respect to Payment and Insurance in Article 9 and 11 respectively.

3.2 OWNER'S RIGHT TO STOP THE WORK

3.2.1 If the Contractor fails to correct defective work as required by Paragraph 13.2 or persistently fails to carry out the work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

ARTICLE 4 - CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or organization identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Architect any error, inconsistency or omission he may discover; but the Contractor shall not be liable to the Owner or the Architect for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents. The Contractor shall perform no portion of the work at any time without Contract Documents or where required, approved Shop Drawings, Product Data or Samples for such portion of the work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.

4.3.2 The Contractor shall be responsible to the owner for the acts and omissions of his employees, Subcontractors, and their agents and employees, and other persons performing any of the work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the work in accordance with the Contract Documents either by the activities or duties of the Architect in his administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.8 by persons other than the Contractor.

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise specifically provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him.

4.5 WARRANTY

- 4.5.1 The Contractor warrants to the Owner and the Architect that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective.
- 4.5.2 The warranty provided in this Paragraph 4.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

4.6 TAXES

- 4.6.1 The Contractor shall pay all sales, consumer, use, and other similar taxes required by law.

4.7 PERMITS, FEES, AND NOTICES

- 4.7.1 The Contractor shall secure and pay for all permits and licenses necessary for the prosecution of the work, including utility fees. District will reimburse Contractor the actual documented cost of such permits, licenses and fees, with no overhead or profit added.
- 4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Architect in writing, and any necessary changes shall be adjusted by appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Architect, he shall assume full responsibility therefore, and shall bear all costs attributable thereto.
- 4.7.3 All materials and workmanship shall conform to the California Code of Regulations and Title 24, Parts 1 to 5, Part 9, and Part 12, Division of the State Architect, and the Contractor shall keep a copy of Title 24 on the job at all times. All work and materials shall be in full accordance with the latest Rules and Regulations of the State Fire Marshal, National Board of Fire Underwriters, California Electric Code, Safety Orders of Division of Industrial Safety, California Plumbing Code, and other applicable federal and state laws and regulations. Such laws and regulations shall be considered a part of these specifications, as if set forth herein in full and all work hereunder shall be executed in accordance therewith. Nothing in these plans or specifications is to be construed to permit work not conforming to the Codes.

4.7.4 All materials furnished and all work done under these specifications shall be subject to rigid inspection by the Architect and Owner who shall furnish competent and adequate inspection during normal working periods. When specific inspection is required as called for in plans and specifications, the Contractor shall inform the Architect and Inspector of the schedule of such work. Failure to do so may require such work to be torn out and replaced under proper inspection, and the entire cost of tearing out and replacement including cost of any materials furnished by the Owner and used in the work torn out, shall be borne by the Contractor. Work covered up without the approval of the Architect or the Owner shall be uncovered to the extent required and the Contractor shall similarly bear the cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement.

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

4.8 ALLOWANCES (not used)

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the work. The superintendent shall be satisfactory to the Architect, and shall not be changed except with the consent of the Architect, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the contractor. Important communications will be confirmed in writing. Other communications will be so confirmed on written request in each case.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Architect's approval an estimated progress schedule for the work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents. This schedule shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the work, subject to the Architect's approval.

4.11 DRAWINGS AND SPECIFICATIONS AT THE SITE

4.11.1 The Contractor shall maintain at the site for the Owner one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other modifications, in good order and marked to record all changes made during construction. these shall be available to the Architect. The Drawings, marked to record all changes made during construction, shall be delivered to the Architect for the Owner upon completion of the work.

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.12.1 Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the work.

4.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.

4.12.3 Samples are physical examples furnished by the Contractor to illustrate materials, equipment, or workmanship, and to establish standards by which the work will be judged.

4.12.4 The Contractor shall review, stamp with his approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the work or in the work of any other contractor, all Shop Drawings and Samples required by the Contract Documents or subsequently by the Architect as covered by modifications. Shop Drawings and Samples shall be properly identified as specified, or as the Architect may require. At the time of submission the Contractor shall inform the Architect in Writing of any deviation in the Shop Drawings or Samples from the requirements of the Contract Documents.

4.12.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated the information contained within such submittal with the requirements of the work and of the Contract Documents.

4.12.6 The Architect will review and approve Shop Drawings, Product Data and Samples with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the information given in the Contract Documents. The Architect's approval of a separate item shall not indicate approval of an assembly in which the item functions.

- 4.12.7 The Contractor shall make any corrections required by the Architect and shall resubmit the required number of corrected copies of Shop Drawings, Product Data or new Samples until approved. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections requested by the Architect on previous submissions.
- 4.12.8 The Architect's approval of Shop Drawings, Product Data or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation, nor shall the Architect's approval relieve the Contractor from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples.
- 4.12.9 No portion of the work requiring a Shop Drawing, Product Data, or Sample submission shall be commenced until the submission has been approved by the Architect. All such work shall be in accordance with approval submittal.
- 4.12.10 The Contractor shall submit to the Architect and Owner for approval, within thirty-five(35) days after the signing of the Contract, a complete list setting forth the brand name and manufacturer of all materials and/or equipment proposed for use under this Contract. The list shall include all items required under the Contract, although the brand name or manufacturer may not be specifically included in the specifications. Where specific brands are specified, substitutions therefore shall be clearly indicated on the material equipment list.
- 4.12.11 Wherever samples are called for in the specifications, or where it is desired to substitute another material or article for the specified, the Contractor shall submit samples in triplicate to the Architect with all freight charges prepaid. One sample will be returned to him at his expense, with letter stating that it is approved or rejected, and one sample will be returned to the Owner for his records. All materials delivered on the site or placed in the building shall be equal to the sample in every respect.
- 4.12.12 Where special makes or brands are called for, they are mentioned as a "Standard." Others of equal quality may be used, provided approval is first obtained in writing from the Architect. Unless substitutions are requested, no deviation from the plans and specifications will be allowed. Substitutions shall be requested or offered for investigation in ample time, as no delay or extra time will be allowed on account thereof.
- Requests for substitution will only be considered when offered by the General Contractor and such requests must be made within thirty-five (35) days after the award of the Contract.

4.12.13 All materials shall be delivered as to insure a speedy and uninterrupted progress of the work. All materials shall be stored so as to cause no obstruction and so as to prevent overloading of any portion of the structure, and the Contractor shall be entirely responsible for damage or loss by weather or other cause.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14 CRIMINAL HISTORY CLEARANCE/SITE PROTECTION CERTIFICATION

4.14.1 The Criminal History Clearance/Site Protection Certification form, see Article 21 of the General Conditions, is required from all successful bidders pursuant to the requirements mandated by California Education Code Sections 33192 and 45124.1 et seq., the Michelle Montoya School Safety Act of 1997. This provides that a school district may require a construction contractor that has a contract with the district to obtain a criminal history clearance from the Department of Justice of all employees working on a school site under that contract.

4.15 CUTTING AND PATCHING OF WORK

4.15.1 The Contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the work or to make its several parts fit together properly.

4.15.2 The Contractor shall not damage or endanger any portion of the work or the work of the Owner or any separate contractors by cutting, patching, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner and of such separate contractor. The Owner shall not unreasonably withhold from the Contractor or any separate contractor his consent to cutting or otherwise altering the work.

4.16 CLEANING UP

4.16.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations.

At the completion and during the work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and leave the work "broom clean" or its equivalent, except as otherwise specified. The Contractor cannot use the Owner's trash bins.

4.16.2 If the Contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the Contractor as provided in Paragraph 7.6.

4.17 COMMUNICATIONS

4.17.1 The Contractor shall forward all communications to the Owner through the Architect.

4.18 INDEMNIFICATION

4.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work, or the failure, neglect or refusal of the Contractor to perform the work provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or in injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission 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, regardless or whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this Paragraph 4.18.

4.18.2 In any and all claims against the Owner or the Architect or any of their agents or employees by an 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 indemnification obligation under this Paragraph 4.18 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 worker's compensation acts disability benefits acts or other employee benefit acts.

ARTICLE 5 - SUBCONTRACTORS

5.1 DEFINITION

5.1. A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender, and means a Subcontractor or his authorized representatives. The term Subcontractor does not include any separate contractor or his subcontractors.

- 5.1.2 A Sub-subcontractor is a person or organization who has a direct or indirect contract with the Subcontractor to perform any of the work at the site. The term Sub-subcontractor is referred to throughout the contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.
- 5.1.3 Nothing contained in the Contract Documents shall create any contractual relation between the Owner or the Architect and any Subcontractor or Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- 5.2.1 The Contractor shall include with his Bid Proposal the names of each Subcontractor who will perform work or labor or render service to the Contractor in or about the work in an amount in excess of 1/2 of 1% of the bidder's total bid. The Contractor shall not, without written consent of the Owners, make any substitution thereto, or permit any subcontract to be assigned or transferred or performed by anyone other than the original Subcontractor listed in the Bid Proposal. The Contractor agrees that he is as fully responsible to the Owners for the acts and omissions of his Subcontractors and for the persons directly employed by him. The Owner will deal only through the General Contractor, who shall be responsible for the proper execution of the entire work.

Subletting the whole or any part of the Contract, if approved, shall be done only in accordance with the provisions of Sections 4100 to 4114 inclusive of the public Contract Code of the State of California, which are hereby incorporated by reference and made a part hereof.

- 5.2.2 If, prior to the award of the Contract, the Owner or Architect has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful bidder may, prior to the award, withdraw his bid without forfeiture of bid security. If the successful bidder submits an acceptable substitute, the Owner shall accept such substitute without any increase in bid price. If no satisfactory substitute is submitted, the Owner may disqualify the bid. If, after the award, the Owner or Architect refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.

- 5.2.3 The Contractor shall not contract with any Subcontractor or any person or organization proposed for portions of the work designated in the bidding requirements or, if none is so designated, with any Subcontractor proposed for the principal portions of the work who has not been accepted by the Owner and the Architect. The Contractor will not be required to contract with any subcontractor or person or organization against whom he has a reasonable objection.
- 5.2.4 If the Owner and the Architect requires a change of any proposed Subcontractor or person or organization previously accepted by them, the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued.
- 5.2.5 The Contractor shall not make any substitution for any Subcontractor or person or organization who has been accepted by the Owner and Architect, unless the substitution is acceptable to the Owner and the Architect.

5.3 SUBCONTRACTUAL RELATIONS

- 5.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:
 - 1. Preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
 - 2. Require that such work be performed in accordance with the requirements of the Contract Documents;
 - 3. Require submission to the Contractor of applications for payment under such subcontract to which the contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article 9;
 - 4. Require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;
 - 5. Waive all right the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Paragraph 11.2, except such rights as they may have to the proceeds of such insurance help; and

6. Obligate such Subcontractor specifically to consent to the provisions of this Paragraph 5.3, and identify to each Subcontractor any terms and conditions of each proposed Subcontract which may be a variance with the Contract Documents.

5.4 CLAIMS FOR EXTRA WORK / FOR EXTENSIONS OF TIME

- 5.4.1 The Contractor shall not be entitled to the payment of any additional compensation or any extension of time for any cause, including any act, or failure to act by the Architect, or happening of any event, thing or occurrence, unless the Contractor shall have given the Architect due written notice of potential claims as hereinafter specified. It is the intention of this Section 5.4 that the differences between the parties, arising under and by virtue of the Contract be brought to the attention of the Architect at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. It is also the intention of this Section 5.4 to implement the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of the Public Contract Code of California. The Contractor hereby agrees that he or she shall have no right to additional compensation or an extension of item for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written notice of potential claim as hereby required was filed.

All claims shall be filed in writing on or before the times prescribed herein, but in no event later than the date of final payment. Claims shall be filed with the Architect prior to the time that the Contractor commences performance of the work giving rise to the potential claim for additional compensation, if based on any act or failure to act by the Architect, or in all other cases within ten (10) days after the happening of event, thing or occurrence giving rise to the potential claim. All claims shall set forth clearly and in detail, for each item of additional compensation or extension of time claimed, the reasons for the specifications, the nature and the amount of the cost involved, the computations used in determining such costs, and all pertinent factual data necessary to substantiate the claim.

ARTICLE 6 - WORK BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

- 6.1.1 The Owner reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, he shall make such claim as provided elsewhere in the Contract Documents.

- 6.1.2 When separate contracts are awarded for different portions of the Project, "the Contractor" in the Contract Documents in each case shall be the contractor who signs each separate contract.

6.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

- 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his work with theirs.
- 6.2.2 If any part of the Contractor's work depends for proper executioner results upon the work of the Owner or any separate contractor, the Contractor shall inspect and promptly report to the Architect and Inspector any discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the Owner's or the separate Contractor's work as fit and proper to receive his work, except as to defects which may develop in the other separate contractor's work after the execution of the Contractor's work.
- 6.2.3 Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor and the Contractor shall defend such proceedings at the Contractor's expense and, if any judgment against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys fees and court cost which the Owner has incurred.
- 6.2.4 Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore.

6.3 OWNER'S RIGHT TO CLEAN UP

- 6.3.1 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by paragraph 4.15, the Owner may clean up and charge the cost thereof to the several contractors as the Architect shall determine to be just.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

7.1 LAW OF THE PLACE

7.1.1 The Contract shall be governed by the law of the place where the project is located.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due or to become due to him hereunder, without the previous written consent of the Owner.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGES

7.4.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or if any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.5.1 The Owner shall require the Contractor to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the Owner may prescribe and with such sureties as may be agreeable to the parties. If such bonds are stipulated in the bidding requirements, the premiums shall be paid by the Contractor; if required subsequent to the submission of quotations or bids, the cost shall be reimbursed by the Owner. The Contractor shall deliver the required bonds to the Owner not later than the date of execution of the Contract, or if the work is commenced prior thereto in response to a notice to proceed, the Contractor shall, prior to commencement of the work, submit evidence satisfactory to the Owner that such bonds will be issued.

7.6 OWNER'S RIGHT TO CARRY OUT THE WORK

7.6.1 If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor, the cost of correcting such deficiencies, including the cost of the Architect's and the Owner's inspectors, additional services made necessary by such default, neglect or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

7.7 ROYALTIES AND PATENTS

7.7.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Architect.

7.8 TESTS

7.8.1 If the Contract Documents, Laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to be inspected, tested, or approved, the Contractor shall give the Architect timely notice of its readiness and of the date arranged so the Architect may observe such inspection, testing or approval. The Owner shall bear all costs of such inspection, tests, and approvals unless otherwise provided.

7.8.2 If, after the commencement of the work, the Architect determines that any work requires special inspection, testing, or approval which Subparagraph 7.8.1 does not include, he will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing, or approval, and the Contractor shall give notice as in Subparagraph 7.8.1. If such special inspection or testing reveals a failure of the work to comply (1) with the requirements of the Contract Documents or, (2) with respect to the performance of the work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear all cost thereof, including the Architect's and the Owner's inspectors, additional service made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Change Order will be issued.

- 7.8.3 All sampling and tests shall be made by a properly qualified person or testing laboratory, approved by the Division of the State Architect, who shall furnish copies of the test results to the Contractor, Architect, Owner, and the Division of the State Architect. All tests as well as sampling and preparation of samples where applicable shall be in accordance with Standards as latest adopted by A.S.T.M.
- 7.8.4 If the Architect wishes to observe the inspections, tests or approvals required by this Paragraph 7.8, he will do so promptly and, where practicable, at the source of supply.
- 7.8.5 Neither the observations of the Architect in his administration of the Contract, nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the work in accordance with the Contract Documents.
- 7.8.6 Payment for Tests and Inspection will be made as follows:
- A. District will pay cost of testing and inspection except the following for which the Contractor shall reimburse the District:
 1. Any retesting and sampling required due to failure of original test.
 2. Concrete design mix.
 3. Bacteriological Water Analysis testing for new relocatable buildings.
- 7.8.7 The Inspector of Record is to be employed by the Owner and approved by the Architect and DSA.

ARTICLE 8 - TIME - LIQUIDATED DAMAGES

8.1 DEFINITIONS

- 8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for substantial completion of the work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.
- 8.1.2 The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein.
- 8.1.3 The Date of Substantial Completion of the work or designated portion thereof is the Date certified by the Architect when construction is sufficiently completed, in accordance with the Contract Documents, so the Owner may occupy the work or designated portion thereof for the use for which it is intended.
- 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless specifically designated.

8.2 PROGRESS AND COMPLETION

- 8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.
- 8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.

8.3 DELAYS AND EXTENSIONS OF TIME - TIME LIMIT

- 8.3.1 The project shall be completed in the manner provided for in the Contract on or before the completion date as set forth in the Supplementary General Conditions (hereinafter called the "Fixed Completion Date"), unless extensions of time are granted in accordance with the Contract for delays caused by the perils covered by the insurance required by Article 1 hereof or by any are declared by an enactment of the Congress of the United States of America as set forth herein. Failure to complete the work within such time and in the manner provided for by the Contract shall subject the Contractor to liquidated damages in accordance with Paragraph 8.4 "Liquidated Damages." Time is and shall be of the essence.
- 8.3.2 The Contractor shall commence work on the Project on or before five (5) calendar days from and after receipt of written "Notice to Proceed" from the Owner to the Contractor, and will diligently prosecute the work to completion. Said Notice to Proceed shall be issued following execution of Contract and the filing by the Contractor of the required bonds and insurance. The Contractor agrees to complete all of the work on or before the Estimated Completion Date. The continuous prosecution of the work within such time shall be subject only to delays caused by any changes in the work or by any default, act or omission of the Owner, or by any other contractor employed by the Owner on the work or by riots, strikes, lock-outs, fire, earthquake, flood and conditions resulting therefrom or by the inability to obtain material, equipment or labor due to Federal Government restrictions or requirements arising out of any defense or war program. Such delays, if any, shall operate only to extend the Estimated Completion Date above specified (not in excess of the period of such delay).
- 8.3.3 In the event it is deemed necessary by the Owner and the Contractor to extend the time of completion of the work to be done under these specifications beyond the dates of required completion herein specified, such extensions as shall be granted by the Owner shall in no way release any guarantee given by the Contractor pursuant to the provisions of the Contract, or to relieve or release the sureties on the bonds executed pursuant to said provision. The sureties in executing the bonds on the Contract shall be deemed to have expressly agreed to any such extension of time. The Owner shall not be required to pay extended overhead cost to the Contractor for allowing an extension of time to the Contract.

- 8.3.4 All claims for extension of time shall be made in writing to the Architect no more than fifteen days after the occurrence of the delay; otherwise they shall be waived. In the case of a continuing cause of delay, only one claim is necessary.
- 8.3.5 If no schedule or agreement is made stating the dates upon which written interpretations as set forth in Subparagraph 1.2.5 shall be furnished, then no claim for delay shall be allowed on account or failure to furnish such interpretations until fifteen days after demand is made for them, and not then unless such claim is reasonable.
- 8.3.6 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

8.4 LIQUIDATED DAMAGES

- 8.4.1 The actual fact of the occurrence of damages and the actual amount of the damages which the Owner would suffer if the work were not completed within the specified times set forth are dependent upon many circumstances and conditions and could prevail in various combinations, and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include loss of the use of the project, and, in addition, include, but are not limited to, expenses of prolonging employment of an engineering staff, costs of administration, inspection, supervision and the loss suffered by the public within the District by reason of the delay in the construction of the project to serve the public at the earliest possible time. Accordingly, the parties hereto agree that the amounts herein set forth shall be presumed to be the amount of damages sustained by the failure of the Contractor to complete the project within the respective times specified.
- 8.4.2 The amount of liquidated damages to be paid by the Contractor to the Owner for failure to complete the work specified will be **\$1,500.00 for each calendar day** by which completion of the project is delayed beyond the Fixed Completion Date and continuing thereafter to the time at which the Project is completed such amount being in each case the actual cash value agreed upon as the loss to the Owner resulting from the Contractor's default.
- 8.4.3 In the event the Contractor shall become liable for liquidated damages under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained payments which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined.

The Owner shall have the right to use and apply such retained amounts, in whole or in part, to reimburse the Owner for all damages due to or to become due to the Owner. Any remaining balance of such retained amounts shall be paid to the Contractor only after discharge in full of all liability incurred by the Contractor under this article. If the retained amount is not sufficient to discharge all liabilities of the Contractor incurred under this article the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

- 8.4.4 In addition to any other rights it may have, the Owner may terminate the Contract at any time after the Fixed Completion Date unless the Contractor shall have been granted an extension of time for delay pursuant to this Article 8. Upon such termination the Contractor shall not be entitled to any compensation for services rendered by before or after such termination, and he shall be liable to the Owner for liquidated damages for all periods of time beyond such date until the project is fully completed.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM - DEFINITION

- 9.1.1 The Contract Sum is stated in the Contract, or is as may be modified by duly executed change orders, and is the total amount payable by the Owner to the Contractor for their performance of the work under the Contract Documents.

9.2 SCHEDULE OF VALUES

- 9.2.1 Before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to the various portions of the work, including quantities if required by the Architect, aggregating the total Contract Sum, divided by section as enumerated in the Project Manual's "Table of Contents", so as to facilitate payments to Subcontractors. Prepare schedule of values on AIA Documents G702 and G703, and supported by such data to substantiate its correctness as the Architect may require. Each item in the schedule of values shall include its proper share of overhead, and profit. This schedule, when approved by the Architect, shall be used as a basis for the Contractor's Applications for Payment.

9.3 PROGRESS PAYMENTS

- 9.3.1 At least ten days before each progress payment falls due, the Contractor shall submit to the Architect an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner or the Architect may require.

- 9.3.2 If payments are to be made on account of materials or equipment not incorporated in the work but delivered and suitable stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest including applicable insurance and transportation to the site.
- 9.3.3 The Contractor warrants and guarantees that title to all work, materials, and equipment covered by an application for payment, whether incorporated in the project or not, will pass to the Owner upon the receipt of such payment of the Contractor, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens" and that no work, materials, or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing the work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the contractor or such other person.
- 9.3.4 SUBMISSION OF CERTIFIED PAYROLL RECORDS: For all on-site work only, HUGHSON UNIFIED SCHOOL DISTRICT requires weekly submission of certified payroll certificates. In addition to the weekly payroll records for your company, you are required to submit the weekly payroll records for all subcontractors.

9.4 CERTIFICATES FOR PAYMENTS

- 9.4.1 If the Contractor has made Application for Payment as above, the Architect will, with reasonable promptness but not more than seven (7) days after the receipt of the Application, issue a Certificate for Payment to the Owner with a copy to the contractor for such amount as he determines to be properly due or state in writing his reasons for withholding a Certificate as provided in Subparagraph 9.5.1.
- 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on his observations at the site as provided in Subparagraph 2.2.4 and the data comprising the Application for Payment, that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning whole upon substantial Completion, to the results of any subsequent tests required by the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate and that the Contractor is entitled to payment in the amount certified). In addition, the Architect's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.7.2 have been fulfilled. However, by issuing a Certificate for Payment, the Architect shall not thereby be deemed to represent that he has made

exhaustive or continuous on-site inspections to check the quality or quantity of the work or that he has reviewed construction means, methods, techniques, sequences, or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract sum.

9.4.3 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract.

9.4.4 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the project by the Owner, shall constitute an acceptance of any work not in accordance with the Contract Documents.

9.5 PAYMENTS WITHHELD

9.5.1 The Architect may decline to approve an Application for Payment and may withhold his Certificate in whole or in part if in his opinion he is unable to make representations to the Owner as provided in Subparagraph 9.4.2. The Architect may also decline to approve any Applications for Payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify the whole or any part of any Certificate for payment previously issued to such extent as may be necessary in his opinion to protect the Owner from loss because of:

1. Defective work not remedied;
2. Claims filed or reasonable evidence indicating probably filing of claims;
3. Failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment;
4. Reasonable doubt that the work can be completed for the unpaid balance of the Contract Sum;
5. Damage to another contractor;
6. Reasonable indication that the work will not be completed within the Contract Time; or,
7. Unsatisfactory prosecution of the work by the Contractor.

9.5.2 When the above grounds in Subparagraph 9.5.1 are removed, payment shall be made for amounts withheld because of them.

- 9.5.3 The Contractor may, in accordance with the provisions of Public Contract Code, Section 22300, substitute securities for any monies which the Owner may withhold to insure performance under the Contract.

9.6 FAILURE OF PAYMENT

- 9.6.1 If the Architect should fail to issue any Certificate for Payment, through no fault of the Contractor, within ten days after receipt of the Contractor's Application for Payment, or if the Owner would fail to pay the Contractor within twenty days after the date of payment established in the Contract any amount certified by the Architect, then the Contractor may, upon seven (7) additional days written notice to the Owner and the Architect, stop the work until payment of the amount owing has been received.

9.7 SUBSTANTIAL COMPLETION AND FINAL PAYMENT

- 9.7.1 When the Contractor determines that the work or a designated portion thereof acceptable to the owner is substantially complete, the Contractor shall prepare for submission to the Architect a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

When the Architect on the basis of an inspection determines that the work is substantially complete he will then prepare a Certificate of Substantial Completion, which shall establish the Date of Substantial Completion, which shall state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities, and insurance, and shall fix the time listed therein, said time to be within the Contract Time unless extended pursuant to Paragraph 8.3.

The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

- 9.7.2 Upon receipt of written notice that the work is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when he finds that work acceptable under the Contract Documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information, and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable.

- 9.7.3 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Architect (1) and Affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens, claims or stop notices, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien, claim, or stop notice. If any such lien, claim, or stop notice remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the alter may be compelled to pay in discharging such lien, claim, or stop notice, including all costs and reasonable attorneys fees.
- 9.7.4 If after Substantial Completion of the work final completion thereof is materially delayed through no fault of the Contractor, and the Architect so confirms, the Owner shall, upon certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the Contract, and if bonds have been furnished as required in Subparagraph 7.5.1, the written consent of the surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 9.7.5 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:
1. Unsettled liens;
 2. Faulty or defective work appearing after Substantial Completion;
 3. Failure of the work to comply with the requirements of the Contract Documents; or,
 4. Terms of any special guarantees required by the Contract Documents.
- 9.7.6 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

1. Employees on the work and all other persons who may be affected thereby;
2. All the work and all materials and equipment to be incorporated therein whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors; and,
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadway, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

10.2.3 When the use or storage of explosives or other hazardous material or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.4 Shoring and Trench Safety Plan - Attention is directed to Section 832 of the Civil Code of the State of California relating to lateral and subjacent support, and the Contractor shall comply with this law.

10.2.5 In accordance with Section 6705 of the State Labor Code, the Contractor shall submit to the District specific plans to show details of provisions for worker protection from caving ground. Not less than thirty (30) days before beginning excavation for any trench or trenches five feet or more in depth required under this Contract, the Contractor shall furnish to the Architect working drawings of his trench safety plan. The trench safety plan working drawings shall be detailed plans showing

the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground.

If such plan varies from the shoring system standards established by the Construction Safety Orders of the California Division of Industrial Safety or the Federal safety standards of the Department of Health, Education and Welfare, the plan shall be prepared by a registered civil or structural engineer. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders, or less effective than that required by said Federal Safety Standards. Submission of this plan in no way relieves the Contractor from the requirement to maintain safety in all operations performed by him or his Subcontractors.

- 10.2.6 All damage or loss to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the Owner or Architect or anyone employed by either of them or for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.
- 10.2.7 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Architect.
- 10.2.8 The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.
- 10.2.9 Should the Contractor encounter material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) on the site which has not been rendered harmless, the Contractor shall immediately stop work in the affected area and notify the District and the Architect of the condition in writing. Work in the affected area shall not be resumed except by written agreement of the District and Contractor if the material is asbestos or PCB, or when it has been rendered harmless.
- 10.2.10 The Contractor shall not be required to perform without consent any work relating to asbestos or PCB.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the work.

ARTICLE 11 - INSURANCE

11.1 PROJECT INSURANCE

11.1.1 Scope - Contractor shall procure prior to commencing any activities and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

11.1.2 Minimum Limits of Insurance - Contractor shall maintain coverage and limits no less than:

Liability - Comprehensive General Liability Insurance or Commercial General Liability Insurance including coverage for premises and operation, contractual liability, personal injury liability, products/completed operations liability, broad form property damage and owners/contractors protective liability in an amount not less than one million dollars (\$1,000,000) per occurrence, combined aggregate single limit for bodily injury, personal injury and property damage written on as occurrence form. For protection of the aggregate a separate liability policy must be used for this Contract or an endorsement issued to reserve the required aggregate for this specific contract.

Automobile - Comprehensive Automobile Liability Insurance, including as applicable owned, non-owned, and hired automobile in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage written on an occurrence form.

Workers' Compensation - The Contractor shall submit proof that Workers' Compensation Insurance as required by the Labor Code of the State of California is secured. The insurance shall include Employers Liability limits of one million dollars (\$1,000,000) per accident.

11.1.3 Builder's Risk Insurance: The contractor shall take out and maintain until final acceptance of the project, Builder's Risk Insurance against all perils on a special form basis with the customary exclusions. The District shall be named as an additional insured and the policy shall be in sufficient amount to cover fully the replacement cost of structures constituting any part of the project excluding excavation, grading and land filling.

11.2 GENERAL CONDITIONS

11.2.1 Deductibles and Self-Insured Retention - Any deductible or self-insured Retention must be declared to and approved by the District. At the option of the District either the insurer shall reduce or eliminate such deductibles or self-insured Retention as respects the District, its officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

11.2.2 Other Provisions - The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage:

- a. The District, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor.
- b. The Contractor's insurance coverage shall be primary insurance as respects the District, its officials, employees and volunteers. Any insurance or self-insurance maintained by the district, its officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officials, employees or volunteers.
- d. Coverage shall state that the contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ARTICLE 12 - CHANGES IN THE WORK

12.1 ADDENDA

12.1.1 Addenda are to be signed by the Architect and approved by DSA.

12.2 CONSTRUCTION CHANGE DOCUMENTS (CCD)

12.2.1 Construction Change Documents (CCD) shall be the process for documenting changes to the approved Plans or Specifications after the contract has been awarded. CCD's shall comply with DSA Interpretation of Regulations IR A-6. All CCD's shall be signed by the Architect and approved by DSA.

12.3 CHANGE ORDERS

12.3.1 A Change Order is a written order to the Contractor signed by the Owner and the Architect, and approved by the Division of the State Architect, issued after the execution of the Contract, authorizing a Change in the work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.3.2 The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by Change Order, and shall execute under the applicable conditions of the Contract Document. Change Orders shall be approved by the Division of the State Architect and signed by the Contractor, in addition to the Owner and Architect.

12.3.3 The cost or credit to the Owner resulting from a change in the work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. By unit prices stated in the Contract Documents, Form of Proposal or subsequently agreed upon;
3. By costs to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or,
4. By the method provided in Subparagraph 12.2.4.

5. For all changes in the work, the allowance for overhead, profit and bond combined, included in the total cost to the Owner, shall be based upon the following schedule:

For the Contractor, for any work performed by his own force, twelve percent (12%) of the cost;

For each subcontractor involved, work performed by his own forces, twelve percent (12%) of the cost;

For the Contractor, for work performed by his subcontractor, six percent (6%) of the amount due the subcontractor.

Cost shall be limited to the following: cost of materials, including sales tax and cost of delivery, cost of labor, including Social Security, Old Age and Unemployment Insurance (labor cost may include a prorated share of foreman charge); worker's Compensation Insurance; Rental cost of power tools and equipment.

- 12.3.4 If none of the methods set forth in Clauses 12.2.3.1, 12.2.3.2 or 12.2.3.3 is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall then be determined by the Architect on the basis of the reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedule set forth above in paragraph 12.2.3.5.

In such case, and also under Clauses 12.2.3.3 and 12.2.3.4 above, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following:

1. Cost of materials, including sales tax and cost of delivery.
2. Cost of labor, including social security, old age and unemployment insurance and fringe benefits required by collective bargaining agreement or custom.
3. Worker's compensation insurance.
4. Bond premiums.
5. Rental cost of equipment and machinery

6. Additional cost of supervision and field office personnel directly attributable to the change.
7. As-Builts.

Pending final determination of cost to the Owner, payments on account shall be made on the Architect's Certificates for Payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Architect. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any with respect to that change.

12.4 CONCEALED CONDITIONS

12.4.1 Should concealed conditions encountered in the performance of the work below the surface of the ground be at variance with the conditions indicated by the Contract Documents or, should unknown physical conditions below the surface of the ground of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within a reasonable time after the first observance of the conditions.

12.5 CLAIMS FOR ADDITIONAL COST OR TIME

12.5.1 If the Contractor wishes to make a claim for an increase in the Contract Sum or an extension in the Contract Time, he shall give the Architect and the Construction Manager written notice thereof within ten (10) days time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Subparagraph 12.5.1. No such claim shall be valid unless so made.

If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum or the Contract Time, it shall be determined by the Architect. Any change in the Contract Sum or Contract Time resulting from such claim shall be authorized by Change Order.

12.5.2 If the Contractor claims that additional cost or time is involved because of (1) any written interpretation issued pursuant to Subparagraph 1.2.5, (2) any order by the Architect to stop the work pursuant to Subparagraph 2.2.11 where the Contractor was not at fault, or (3) any written order for a minor change in the work issued pursuant to Paragraph 12.5, the Contractor shall make such claim as provided in this Paragraph 12.4.1.

12.6 MINOR CHANGES IN THE WORK

12.6.1 The Architect shall have authority to order minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Owner and the Contractor. The Owner shall be notified in writing by the Architect of such changes. The Contractor shall carry out such written orders promptly.

12.7 FIELD ORDERS

12.7.1 The Architect may issue written Field Orders which interpret the Contract Documents in accordance with Subparagraph 1.2.5 or which order minor changes in the work in accordance with Paragraph 12.5 without change in Contract Sum or Contract Time. The Contractor shall carry out such Field Orders promptly.

ARTICLE 13 - UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any work should be covered contrary to the request of the Architect, or to requirement specifically expressed in the Contract Document, it must if required in writing by the Architect, be uncovered for his observation and replaced, at the Contractor's expense.

13.1.2 If any other portion of the work has been covered which the Architect has not specifically requested to observe prior to being covered, the Architect may request to see such work and it shall be uncovered by the Contractor.

If such work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall be by appropriate Change Order, be charged to the Owner. If such work be found not in accordance with the Contract Document, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate contractor employed as provided in Article 6, and in that event the Owner shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

- 13.2.1 The Contractor shall promptly correct all work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Architect's additional services thereby made necessary.
- 13.2.2 If, within one year after the Date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.
- 13.2.3 The Contractor shall remove from the site all portions of the work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1 and 13.2.2, unless removal is waived by the Owner.
- 13.2.4 If the Contractor fails to correct defective or non-conforming work as provided in Subparagraphs 4.5.1, 13.2.1 and 13.2.2, the Owner may correct it in accordance with Paragraph 7.6.
- 13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming work within a reasonable time fixed by written notice from the Architect, the Owner may remove it and may store the materials or equipment at the expense of the Contractor.

If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days written notice sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the cost that should have been borne by the Contractor, including compensation for additional architectural services. If such proceeds of sale do not cover all cost which the Contractor should have borne, the difference shall be charged the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

- 13.2.6 The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such long period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, not to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case the Change Order will be issued to reflect an appropriate reduction in the Contract Sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

ARTICLE 14 - TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the work under a contract with the Contractor, or if the work should be stopped for a period of thirty days by the Contractor because the Architect has not issued a Certificate for Payment as provided in Paragraph 9.6 or because the Owner has not made payment thereon as provided in Paragraph 9.6, then the Contractor may, upon fifteen days written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE OWNER

14.2.1 If the Contractor is adjudged bankrupt, or if he makes general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough property skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, the Owner, upon certification by the Architect

that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven days written notice, terminate the employment of the Contractor and take possession of the site, and of all materials, equipment, tools, construction, equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished.

- 14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the Architect's and the Owner's inspectors, additional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

The costs incurred by the Owner as herein provided shall be certified by the Architect.

ARTICLE 15 - GUARANTEE OF WORK

- 15.1.1 In addition to guarantees called for elsewhere in these specifications, the Contractor shall guarantee all of his work for a period of one (1) year after the date of filing of the Notice of Completion against defective material or faulty workmanship that may arise within that period. All guarantees must be submitted to the Owner in the form attached hereto.

ARTICLE 16 - USE OF ASBESTOS

- 16.1.1 The use of asbestos or asbestos containing materials in this project is absolutely forbidden.

ARTICLE 17 - CHECK-IN AT SCHOOL OFFICE

- 17.1.1 California State Law requires that anyone, other than District personnel, must check-in at a school office before beginning work on a school site. Field crews, foremen and sub-contractors must check-in at the school office daily, must give location of work area, must describe work to be performed and must give an estimate of time required to complete the work. Compliance with these requirements will facilitate timely response from District staff including assistance to the Contractor to gain site access.

ARTICLE 18 - DIVISION OF THE STATE ARCHITECT REQUIREMENTS

- 18.1 All addenda shall be signed by the Architect, in compliance with Title 24, Part 1, Section 4-338 and approved by D.S.A.
- 18.2 All work shall be in compliance with Title 24, parts 1 through 5 and Title 19 and copies kept on job site at all times by the Contractor. Copies shall be most recent editions.
- 18.3 The Project Inspector shall be employed by the Owner and approved by the Architect, Structural Engineer and D.S.A. The Inspector must be present during all work proceedings.
- 18.4 The Testing Laboratory shall be employed by the Owner and approved by the Architect and D.S.A.
- 18.5 Changes, deletions or additions shall be documented by the Architect by means of Construction Change Documents, per DSA IR A-6 and approved by the Division of the State Architect.

ARTICLE 19 - ASBESTOS NOTIFICATION

- 19.1 Asbestos Hazard Emergency Response Act (AHERA) B regulations require that every firm doing contract work on a school site be informed of the presence of asbestos in the areas where they would be working. The attached "Short Term Worker Notification" provides that information. Contractors are hereby advised that their work must not disturb the asbestos and that certain health hazards are associated with exposure to asbestos fibers. Short Term Worker Notification form will be completed and signed by LEA Designee and Contractor at the Pre-Construction Conference.

**ARTICLE 20
CONTRACTOR'S GUARANTEE**

GUARANTEE FOR _____

We hereby guarantee the _____

Which we have installed in the _____

at _____ for _____ years from date of final payment.

We Agree to repair or replace to the satisfaction of the Owner any and all such work that may prove defective in workmanship or materials within that period, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing. In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified in writing, we collectively and separately do hereby authorize the Owner to proceed to have the defects repaired and made good at our expense, and we will pay the costs and charges therefore immediately upon demand.

(Signature of Subcontractor)

(Signature of Subcontractor)

Date _____

**ARTICLE 21
CRIMINAL HISTORY CLEARANCE/
SITE PROTECTION CERTIFICATION**

In accordance with statutory, regulatory and constitutional restrictions governing the use and dissemination of criminal offender record information, the above mentioned Education Code sections allow for exceptions from obtaining a criminal history clearance of all employees under the following conditions:

1. The installation of a physical barrier at the worksite to limit contact with pupils.
2. Continual supervision and monitoring of all employees of the contractor by an employee of the contractor whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

Construction contractors are not required to comply with the backgrounding requirements set forth in the Michelle Montoya School Safety Act if one or more of the above mentioned conditions exist.

I, the undersigned, agree to fulfill the terms and requirements of Education Code Sections 33192 and 45125.1 listed above and required 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 Sections 33192 and 45125.1,

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 Michelle Montoya Safety Act of 1997, I may be subject to punishment in accordance with the requirements of Sections 33192 and 45125.1 et seq.

I acknowledge that I am aware of the provision of Education Code Sections 33192 and 4512.1 et seq., and hereby certify that I will adhere to the requirements of the Michelle Montoya School Safety Act of 1997.

Signature

Date

END OF SECTION

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

- 1.1 MATERIALS - Materials incorporated in the project, or used, or consumed, in the performance of the work.
- 1.2 BUILDING - Includes the entire structure, drives, walks, steps, approaches, and site.
- 1.3 SIMILAR - Shall be taken in its general sense and not meaning identical, and all details of such work shall be in proper relation to the location and connection of other parts of the work.
- 1.4 PROVIDE - Shall mean, "Furnish and install in place".
- 1.5 (As Directed) Or others of similar meaning which authorize any exercise of judgment shall (Acceptable) be distinctly understood to mean that such power to direct, accept, reject, and (Rejected) approve shall be vested Only in the Owner and/or Architect.
- 1.6 N.I.C. - Where the indication, "N.I.C." is noted on the drawings or listed in the specifications, such item is shown or listed for the purpose of general information is, "Not in Contract." Installation and connection to services for such work are not in the contract.
- 1.7 O.F.C.I. - Where the indication, "O.F.C.I." is noted on the drawings or listed in the specifications, such item is shown or listed for information and will be, "Owner **furnished**, Contractor **installed**." The Contractor shall verify all dimensions and details necessary for the proper installation of this item.
- 1.8 TIME LIMITS - All time limits stated in the contract documents are of the essence of the contract.
- 1.9 CALLED FOR - As called for, shown, noted, and/or indicated in the specifications and/or drawings.

ARTICLE 2 - COMPLETION DATES

- 2.1 FIXED COMPLETION AND ESTIMATED COMPLETION DATE: The Work shall be commenced on the date stated in the Owner's, "Notice to Proceed" (which date will not be less than five (5) consecutive calendar days from and after the date of execution of the Contract) **and shall be completed within sixty (60) calendar days**. Reference Paragraph 8.3 of the General Conditions. This fixed completion date is defined as the Estimate Completion Date.

END OF SECTION

CONTRACT FORM

This agreement made on the _____, at
HUGHSON UNIFIED SCHOOL DISTRICT, in Stanislaus County, California, by and between:
_____ and
HUGHSON UNIFIED SCHOOL DISTRICT, 7448 Fox Road, Hughson, CA 95326,
hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, and to perform all the Work in a good and worker-like manner, free from any and all liens and claims of mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, drayers, and laborers required for:

REBID-HUGHSON HIGH SCHOOL EXTERIOR PAINT

for
HUGHSON UNIFIED SCHOOL DISTRICT

all in strict compliance with the plans, drawings and specifications therefore prepared by TPH Architects, and other Contract Documents relating thereto.

ARTICLE II. The contractor and the Owner agree that the Advertisement (Notice to Contractors), the Wage Scale, the General Conditions of the Contract, the Supplemental General Conditions of the Contract, Instructions to Bidders, the Specifications, the Drawings and the Addenda and Bulletins thereto, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if thereto attached or therein repeated. The specifications and drawings are intended to cooperate, so that any work exhibited in the drawings and not mentioned in the specifications, or vice versa, is to be executed the same as if both mentioned in the specifications and set forth in the drawings, to the true intent and meaning of the said drawings and specifications when taken together. But no part of said specifications that is in conflict with any portion of this Contract, or that is not actually descriptive of the work to be done thereunder, or of the manner in which the said work is to be executed, shall be considered as any part of this Contract, but shall be utterly null and void, and anything that is expressly stated, delineated or shown in or upon the specifications or drawings shall govern and be followed, notwithstanding anything to the contrary in any other source of information or authority to which reference may be made.

ARTICLE III. The Owner agrees to pay to the Contractor in current funds for the performance of the Contract:

(\$ _____) Dollars

and to make payments or account thereof as provided for in the Contract Documents.

ARTICLE IV. In the event of a dispute between the Owner or Architect and the Contractor as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the Architect shall for the time being prevail and the Contractor without delaying the job, shall proceed as directed by the Architect without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the Contractor be finally determined to be either wholly or partially correct, the Owner shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the Contract as a result of complying with the Architect's directions as aforesaid.

ARTICLE V. Pursuant to the provisions of Sections 1773 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part thereof, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality of which the Work is to be performed, for each craft, classification or type of workman needed to execute this contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. The director of the Department of Industrial Relations has further determined that the rate of prevailing wage for any craft, classification or type of worker to be employed on the Project is the rate established by the applicable collective bargaining agreement on file at the Director of the Department of Industrial Relations principal office at San Francisco, phone, (415) 972-8846, which rate so provided is hereby adopted by reference and shall be effective for the life of this agreement or until the Director of Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workmen employed in the execution of this agreement.

There shall be paid to each worker needed to execute the work to be performed hereunto such travel and subsistence payments as are defined in the applicable collective bargaining agreements filed in accordance with the provision of Labor Code Section 1773.8.

The Contractor as a penalty to the Owner shall forfeit Twenty-five Dollars (\$25.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed.

The difference between such stipulated 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 stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by him in connection with the extension of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

ARTICLE VI. It is further understood and agreed that in accordance with the provision of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or subcontractor doing or contracting to do any part of the work contemplated by this agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, however, work may be performed by such employee in excess of said eight hour per day and forty hours per week provided that compensation for all hours worked in excess of eight hours per day and forty hours per week, is paid at a rate not less than one and one-half times the basic rate of pay. Every Contractor and subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week, except as herein provided.

ARTICLE VII. Contractor agrees to comply with Chapter 1, Part 7, Division 2, Section 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one apprentice for each five journeymen (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color.

Only apprentices as defined in Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeable occupations.

ARTICLE VIII. The Contractor will indemnify the Owner against and hold it harmless of all and any liability for damages on account of injury to persons or damage to property resulting from or arising out of or in any way connected with the performance by the Contractor of his Contract and reimburse the Owner for all cost, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against it arising out of the performance by the Contractor of this Contract.

This indemnity shall be in addition to the other indemnification provisions contained in the Contract Documents.

By this statement the Contractor represents that he has secured the payment of Workers Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provision of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers Compensation Insurance is in effect and providing that the Owner will receive 30 days notice of cancellation.

_____	_____
Contractor	Hughson Unified School District Owner
By _____	By _____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title

Federal I.D.#

Department of Industrial Relations #

Note: If a corporation is the contractor, state the capacity (i.e., President) of the corporate office signing and affix the corporation seal; if a partnership, all partners should sign under the partnership name.

END OF SECTION

**SUMMARY OF WORK
SECTION 01 1100**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access Conditions and Requirements;
- B. Special Conditions.

1.2 CONTRACTS

- A. Perform the Work under a single, fixed-price Contract.

1.3 WORK BY OTHERS

- A. No work will be performed and completed by others prior to the start of the Work of this Contract.

1.4 CODES, REGULATIONS, AND STANDARDS

- A. The codes, regulations, and standards adopted by the state and federal agencies having jurisdiction shall govern minimum requirements for this project. Where codes, regulations, and standards conflict with the Contract Documents, these conflicts shall be brought to the immediate attention of the District and the Architect/Engineer.
- B. Codes, regulations, and standards shall be as published effective as of date of bid opening, unless otherwise specified or indicated.

1.5 PROJECT RECORD DOCUMENTS

- A. Contractor shall maintain on Site one set of the following record documents; Contractor shall record actual revisions to the Work;
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed submittals, shop drawings, product data, and samples.
 - 6. Field test records.

7. Inspection certificates.
 8. Manufacturer's certificates.
- B. Contractor shall store Record Documents separate from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.
 - C. Contractor shall record information concurrent with construction progress.
 - D. Specifications: Contractor shall legibly mark and record at each product section of the Specifications the description of the actual product(s) installed, including the following:
 1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and Change Orders and written directives.

1.6 EXAMINATION OF EXISTING CONDITIONS

- A. Contractor shall be held to have examined the Project Site and acquainted itself with the conditions of the Site or of the streets or roads approaching the Site.
- B. Prior to commencement of Work, Contractor shall survey the Site and existing buildings and improvements to observe existing, damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.
- C. Should Contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving and other items not indicated in the Contract Documents, Contractor shall immediately report same to the District and the Architect.

1.7 CONTRACTOR'S USE OF PREMISES

- A. If unoccupied and only with District's prior written approval, Contractor may use the building(s) at the Project Site for its operations, storage, and office facilities for the performance of the Work. If the District chooses to beneficially occupy any building(s), Contractor must obtain the District's written approval for Contractor's use of spaces and types of operations to be performed within the building(s) while so occupied. Contractor's access to the building(s) shall be limited to the areas indicated.
- B. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor.
- C. Contractor shall not interfere with use of or access to occupied portions of the building(s) or adjacent property.

- D. Contractor shall maintain corridors, stairs, halls, sidewalks, paths, roads and other exit-ways clear and free of debris and obstructions at all times.
- E. No one other than those directly involved in the demolition and construction, or specifically designated by the District or the Architect/Engineer shall be permitted in the areas of work during demolition and construction activities.
- F. The Contractor shall install a construction security fence and maintain that it will be locked when not in use. Double locking will be used so the District has access.

1.8 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings show above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Contractor shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Contractor's expense and made to the District's satisfaction.
- B. Contractor shall be alert to the possibility of the existence of additional structures and utilities. If Contractor encounters additional structures and utilities, Contractor will immediately report to the District for disposition of same as indicated in the General Conditions.

1.9 UTILITY SHUTDOWNS AND INTERRUPTIONS

- A. Contractor shall give the District a minimum of seven (7) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. The District will set exact time and duration for shutdown, and will assist Contractor with shutdown. Work required to re-establish utility services shall be performed by the Contractor.
- B. Contractor shall obtain District's written approval as indicated in the General Conditions in advance of deliveries of material or equipment or other activities that may conflict with District's use of the building(s) or adjacent facilities.

1.10 STRUCTURAL INTEGRITY

- A. Contractor shall be responsible for and supervise each operation and work that could affect structural integrity of various building elements, both permanent and temporary.
- B. Contractor shall include structural connections and fastenings as indicated or required for complete performance of the Work.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF SECTION

SUBMITTALS
SECTION 01 3300

PART 1 - GENERAL

1.1 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Contractor's Submittals and Schedules, Drawings and Specifications;

1.2 SECTION INCLUDES:

A. Definitions:

1. Shop Drawings and Product Data are as indicated in the General Conditions and include, but are not limited to, fabrication, erection, layout and setting drawings, formwork and falsework drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams. In addition, there are other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment or systems and all positions conform to the requirement of the Contract Documents, including, without limitation, the Drawings.
2. "Manufactured" applies to standard units usually mass-produced; "fabricated" means specifically assembled or made out of selected materials to meet design requirements. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicated proper relation to adjoining work and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.
3. Manufacturer's Instructions: Where any item of Work is require by the Contract Document to be furnished, installed, or performed, at a minimum, in accordance with a specified product manufacturer's instructions, the Contractor shall procure and distribute copies of these to the District, the Architect, and all other concerned parties and shall furnish, install, or perform the work, at a minimum, in accordance with those instructions.

B. Samples, Shop Drawings, Product Data, and other items as specified, in accordance with the following requirements:

1. Contractor shall submit all Shop Drawings, Product Data, and Samples to the District, the Architect/Engineer, the Project Inspector.

2. Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall submit required information in sufficient time to permit proper consideration and action before ordering any materials or items represented by such Shop Drawings, Product Data, and/or Samples.
3. Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall allow sufficient time so that no delay occurs due to required lead time in ordering or delivery of any item to the Site. Contractor shall be responsible for any delay in progress of Work due to its failure to observe these requirements.
4. Time for completion of Work shall not be extended on account of Contractor's failure to promptly submit Shop Drawings, Product Data, and/or Samples.
5. Reference numbers on Shop Drawings shall have Architectural and/or Engineering Contract Drawings reference numbers for details, sections, and "cuts" shown on Shop Drawings. These reference numbers shall be in addition to any numbering system that Contractor chooses to use or has adopted as standard.
6. When the magnitude or complexity of submittal material prevents a complete review within the stated time frame, Contractor shall make this submittal in increments to avoid extended delays.
7. Contractor shall certify on submittals for review that submittals conform to Contract requirements. In event of any variance, Contractor shall specifically state in transmittal and on Shop Drawings, portions vary and require approval of a substitute. Also verify that Contractor-furnished equipment can be installed in allocated space.
8. Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standard of the American Society for Testing and Materials.
9. Upon demand by Architect/Engineer or District Contractor shall submit samples of materials and/or articles for tests or examinations and consideration before Contractor incorporates same in Work. Contractor shall be solely responsible for delays due to sample(s) not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of Contractor.

C. Submittal Schedule:

1. Contractor shall prepare its proposed submittal schedule that is coordinated with its proposed construction schedule and submit both to the District within ten (10) days after the date of the Notice to Proceed. Contractor's proposed schedules shall become the Project Construction Schedule and the Project Submittal Schedule after each is approved by the District.
2. Contractor is responsible for all lost time should the initial submittal be rejected, marked "revise and resubmit", etc.

3. 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.

1.3 SHOP DRAWINGS

- A. Before commencing installation of any Work, the Contractor shall submit and receive approval of all drawings, descriptive data, and material list(s) as required to accomplish Work.
- B. Review of Shop Drawings is regarded as a service to assist Contractor and in all cases original Contract Documents shall take precedence as outlined under General Conditions.
- C. No claim for extra time or payment shall be based on work shown on Shop Drawings unless the claim is (1) noted on Contractor's transmittal letter accompanying Shop Drawings and (2) Contractor has complied with all applicable provisions of the General Conditions, including, without limitations, provisions regarding changes and payment, and all required written approvals.
- D. District shall not review Shop Drawings for quantities of materials or number of items supplied.
- E. District's and/or Architect/Engineer's review of Shop Drawing will be general District and/or Architect/Engineer review does not relieve Contractor of responsibility for accuracy, proper fitting, construction of Work, furnishing of material, or Work required by Contract Documents and not indicated on Shop Drawings. Shop Drawings reviewed by District and/or Architect/Engineer is not to be construed as approving departures from Contract Documents.
- F. Review of Shop Drawings and Schedules does not relieve Contractor from responsibility for any aspect of those Drawings or Schedules that is a violation of local, County, State, or Federal laws, rules, ordinances, or rules and regulations of commissions, boards, or other authorities or utilities having jurisdiction.
- G. Before submitting Shop Drawings for review, Contractor shall check Shop Drawings of its subcontractors for accuracy, and confirm that all Work contiguous with and having bearing on other work shown on Shop Drawings is accurately drawn and in conformance with Contract Documents.
- H. Submitted drawings and details must bear stamp of approval of Contractor:
 1. Stamp and signature shall clearly certify that Contractor has checked Shop Drawings for compliance with Drawings.

2. If Contractor submits a Shop Drawing without an executed stamp of approval, or whenever it is evident (despite stamp) that Drawings have not been checked the District and/or Architect/Engineer will not consider them and will return them to the Contractor for revision and resubmission. In that event, it will be deemed that Contractor has not complied with this provision and Contractor shall bear risk of all delays to same extent as if it had not submitted any Shop Drawings or details.
- J. Submission of Shop Drawings (in either original submission or when resubmitted with correction) constitutes evidence that Contractor has checked all information thereon and that it accepts and is willing to perform Work as shown.
- K. Contractor shall pay for cost of any changes in construction due to improper checking and coordination. Contractor shall be responsible for all additional costs, including coordination. Contractor shall be responsible for costs incurred by itself, the District, the Architect, the Engineer, the Project Inspector, the Construction Manager, and other Subcontractor or contractor, etc., due to improperly checked and/or coordination of submittals.
- L. Shop Drawings must clearly delineate the following information:
1. Project name and address.
 2. Architect's name and project number.
 3. Shop Drawings title, number, date, and scale.
 4. Names of Contractor, Subcontractor(s) and fabricator.
 5. Working and erection dimensions.
 6. Arrangements and sectional views.
 7. Necessary details, including complete information for making connections with other Work.
 8. Kinds of materials and finishes.
 9. Descriptive names of materials and equipment, classified item numbers, and locations at which materials or equipment are to be installed in the Work. Contractor shall use same reference identification(s) as shown on Contract Drawings.
- M. Contractor shall prepare composite drawings and installation layouts when required to solve tight field conditions.
1. Shop Drawings shall consist of dimensioned plans and elevations and must give complete information, particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, structural interferences, etc.
 2. Contractor shall coordinate these composite Shop Drawings and installation layouts in the field between itself and its Subcontractor(s) for proper relationship to the Work, the work of other trades, and the field conditions. The Contractor shall check and approve all submittal(s) before submitting them for final review.

1.4 PRODUCT DATA OR NON REPRODUCIBLE SUBMITTALS

- A. Contractor shall submit manufacturer's printed literature in original form. Any fading type of reproduction will not be accepted. Contractor must submit a minimum of six (6) each, to the District. District shall return one (1) to the Contractor, who shall reproduce whatever additional copies it requires for distribution.
- B. Contractor shall submit six (6) copies of a complete list of all major items of mechanical, plumbing, and electrical equipment and materials in accordance with the approved Submittal Schedule, except as required earlier to comply with the approved Construction Schedule, other items specified are to be submitted prior to commencing Work. Contractor shall submit items of like kind at one time in a neat and orderly manner. Partial lists will not be acceptable.
- C. Submittals shall include manufacturer's specifications, physical dimensions, and ratings of all equipment. Contractor shall furnish performance curves for all pumps and fans. Where printed literature described items in addition to that item being submitted, submitted item shall be clearly marked on sheet and superfluous information shall be crossed out. If highlighting is used, Contractor shall mark all copies.
- D. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and supplemental information that may be requested.

1.5 SAMPLES

- A. Contractor shall submit for approval Samples as required and within the time frame in the Contract Documents. Materials such as concrete, mortar, etc., which require on-site testing will be obtained from Project Site.
- B. Contractor shall submit four (4) samples except where greater or lesser number is specifically required by Contractor Documents including, without limitation, the Specifications.
 - 1. Samples must be of sufficient size and quality to clearly illustrate functional characteristics, with integrally related parts and attachment devices.
 - 2. Samples must show full range of texture, color, and pattern.
- C. Contractor shall make all Submittals, unless it has authorized Subcontractor(s) to submit and Contractor has notified the District in writing to this effect.
- D. Samples to be shipped prepaid or hand-delivered to the District.

- E. Contractor shall mark samples to show name of Project, name of Contractor submitting, Contract number and segment of Work where representative Sample will be used, all applicable Specifications Sections and documents, Contract Drawings Number and detail, and ASTM or FS reference, if applicable.
- F. Contractor shall not deliver any material to Site prior to receipt of District's and/or Architect/Engineer's completed written review and approval. Contractor shall furnish materials equal in every respect to approved Samples and execute Work in conformance therewith.
- G. District's and/or Architect/Engineer's review, acceptance, and/or approval of Sample(s) will not preclude rejections of any material upon discovery of defects in same prior to final acceptance of completed Work.
- H. After a material has been approved, no change in brand or make will be permitted.
- I. Contractor shall prepare its Submittal Schedule and submit Samples of materials requiring laboratory tests to specified laboratory for testing not less than thirty (30) days before such materials are required to be used in Work.
- J. Samples which are rejected must be resubmitted promptly after notification of rejection and be marked "Resubmitted Sample" in addition to other information required.
- K. Field Samples and Mock-Ups are to be removed by Contractor at District's direction:
 - 1. Size: As specified.
 - 2. Furnish catalog numbers and similar data, as requested.

1.6 REVIEW AND RESUBMISSION REQUIREMENTS

- A. The District will arrange for review of Sample(s), Shop Drawings(s), Product Data, and other submittal(s) by appropriate reviewer and return to Contractor as provided below within twenty-one (21) days after receipt or within twenty-one(21) days after receipt of all related information necessary for such review, whichever is later.
- B. One (1) copy of product or materials data will be returned to Contractor with the review status.
- C. Samples to be incorporated into the Work will be returned to Contractor, together with a written notice designating the Sample with the appropriate review status and indicating errors discovered on review, if any. Other Samples will not be returned, but the same notice will be given with respect thereto, and that notice shall be considered a return of the Sample.

- D. Contractor shall revise and resubmit any Sample(s), Shop Drawing(s), Product Data, and other Submittal(s) as required by the reviewer. Such resubmittals will be reviewed and returned in the same manner as original Sample(s), Shop Drawing(s), Product Data, and other submittal(s), within fourteen (14) days after receipt thereof or within (14) days after receipt of all related information necessary for such review.
- E. Contractor may proceed with any of the Work covered by Sample(s), Shop Drawing(s), Product Data, and other submittal(s) upon its return if designated as no exception taken, or revise as noted, provided the Contractor proceeds in accordance with the District and/or the Architect/Engineer's notes and comments.
- F. Contractor shall not begin any of the work covered by a Sample(s), Shop Drawing(s), Product Data, and other submittal(s), designated as revise and resubmit or rejected, until a revision or correction thereof has been reviewed and returned to Contractor.
- G. Sample(s), Shop Drawing(s), Product Data, and other submittal(s) designated as revise and resubmit or rejected and requiring resubmittal, shall be revised or corrected and resubmitted to the District no later than fourteen (14) days or a shorter period as required to comply with the approved Construction Schedule, after its return to Contractor.
- H. Neither the review nor the lack of review of any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) shall waive any of the requirements of the Contract Documents, or relieve Contractor of any obligation thereunder.
- I. District's and/or Architect/Engineer's review of Shop Drawings does not relieve the Contractor of responsibility for any errors that may exist. Contractor is responsible for the dimensions and design of adequate connections and details and for satisfactory construction of all the Work.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF SECTION

**SITE STANDARDS
SECTION 01 3513**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including without limitation, Site Access, Conditions, and Regulations;
- B. Special Conditions;
- C. Drug-Free Workplace;
- D. Tobacco-Free Environment;
- E. Criminal Background Investigation/Fingerprinting Certification;
- F. Temporary Facilities and Controls.

1.2 REQUIREMENTS OF THE DISTRICT

- A. Drug-Free Schools and Safety Requirements:
 - 1. All school sites and other District Facilities have been declared “Drug-Free Zones.” No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.
 - 2. 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. Contractor shall post: “Non-Smoking Area” in a highly visible location on Site. Contractor may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area is to be kept clean at all times.
 - 3. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.
- B. Language: Unacceptable and/or loud language will not be tolerated, “Cat calls” or other derogatory language toward students or public will not be allowed.

- C. Disturbing the Peace (Noise and Lighting):
1. Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinance, and/or regulations regarding noise and allowable noise levels.
 2. The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. District reserves the right to prohibit the use of radios at the Site, except for handheld communication radios (e.g., Nextel phones or radios).
 3. If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.
- D. Traffic:
1. Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.
 2. All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance. Any damage will be repaired to the pre-damaged condition by the Contractor.
 3. District shall designate a construction entry to the Site. If Contractor requests, District determines it is required, and to the extent possible, District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with District and at Contractor's expense.
 4. Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in areas that could otherwise be damaged.
- E. All of the above shall be observed and complied with the Contractor and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

END OF SECTION

**REGULATORY REQUIREMENTS
SECTION 01 4100**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Obtaining of Permits and Licenses and Work to Comply with All Applicable Regulations;

1.2 DESCRIPTION

This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

1.3 REQUIREMENTS OF REGULATORY AGENCIES

- A. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction of the Work, are hereby incorporated into these Contract Documents as if repeated in full herein and are otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Architect/Engineer may request, including, without limitation, applicable portions of the California Code of Regulations (“CCR”).
- B. This Project shall be governed by applicable regulations, including, without limitation, Chapter 4, Part 1, Title 24, CCR, and the most current version on the date the bids are opened and as it pertains to school construction including, without limitation:
 - 1. Test and testing laboratory per Section 4-335 (District shall pay for the testing laboratory).
 - 2. Administration.
 - a. Duties of the Architect & Engineers shall be per Section 4-333(a) and 4-341.
 - b. Duties of the Contractor shall be per Section 4-343.
 - 3. Contractor shall keep and make available a copy of Part 1 and 2 of the most current version of Title 24 at the Site during construction.
 - 4. Addenda and Change Orders per Section 4-338.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF SECTION

**TEMPORARY FACILITIES AND CONTROLS
SECTION 01 5000**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions;
- C. Site Standards.

1.2 TEMPORARY UTILITIES

A. Electrical Power and Lighting

1. Contractor will pay for power during the course of the Work. To the extent power is available in the building(s) or on the Site, Contractor may use the District's existing utilities by making prearranged payments to the District for the utilities used by Contractor and all Subcontractors. Contractors shall be responsible for providing temporary facilities required to deliver that power service from its existing location in the building(s) or on the Site to point of intended use.
2. Contractor shall verify characteristics of power available in building(s) or on the Site. Contractor shall take all actions required to make modifications where power of higher voltage or different phases of current are required. Contractor shall be fully responsible for providing that service and shall pay all costs required therefor.
3. Contractor shall furnish, wire, install, and maintain temporary electrical lights, wherever it is necessary to provide safe illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.
4. Contractor shall be responsible for maintaining existing lighting levels in the project vicinity should temporary outages or service interruptions occur.

B. Heat and Ventilation

1. Contractor shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to improper temperature and humidity conditions. Portable heaters shall be standard units complete with controls.

2. Contractor shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases.
3. Contractor shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

C. Water

1. Contractor will pay for water during the course of the Work. To the extent water is then available in the building(s) or on the Site, Contractor may use the District's existing utilities by making prearranged payments to the District for the utilities used by Contractor and all Subcontractors. Contractor shall be responsible for providing temporary facilities required to deliver such utility service from its existing location in the building(s) or on the Site to point of intended use.
2. Contractor shall use backflows on water lines at point of connection to District's water supply. Backflow preventers shall comply with requirements of Uniform Plumbing Code.
3. Contractor shall make potable water available for human consumption as required by OSHA.

D. Sanitary Facilities

1. Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the Inspector or Contractor completes all other work at the Site.
2. Use of toilet facilities in the Work under construction shall not be permitted except by consent of the Inspector and the District.

E. Telephone Service

1. Contractor shall arrange with local telephone service company for telephone service for the performance of the Work. Contractor shall, at a minimum, provide in its field office one line for telephone and one line for fax and/or Internet.
2. Contractor shall pay the costs for telephone and fax lines installation, maintenance, service, and removal.

F. Fire Protection

1. Contractor shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Marshall and/or its designee.
2. Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces as per OSHA.

- G. Trash Removal
 - 1. Contractor shall provide trash removal on a timely basis or as directed by Inspector or District, no less than once per week.
- H. Temporary Facilities
 - 1. None required by District, contractor to furnish as needed.

1.3 CONSTRUCTION AIDS

- A. Plant and Equipment
 - 1. Contractor shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workmen. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.
 - 2. Contractor shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Contractor at no expense to the District.
- B. None of the District's tools and equipment shall be used by Contractor for the performance of the Work.

1.4 BARRIERS AND ENCLOSURES

- A. Contractors shall obtain the District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.
- B. Contractor shall provide and maintain temporary enclosure to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises, and public, and workers. Contractor shall also protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.
- C. Contractor shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.
- D. Tree and Plant Protection
 - 1. Contractor shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.
 - 2. Contractor shall provide barriers to a minimum height of 4'-0" around drip line of each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations.

3. Contractor shall not park trucks, store materials, perform Work or cross over landscaped areas. Contractor shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the District and at Contractor's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the District.
4. Contractor shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Contractor's expense.

1.5 SECURITY

The Contractor shall be responsible for project security for materials, tools, equipment, supplies, and completed and partially completed Work.

1.6 TEMPORARY CONTROLS

A. Noise Control

1. Contractor acknowledges that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take all reasonable precaution to minimize noise as required by applicable laws and the Contract Documents.
2. Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to the District a minimum of forty-eight (48) hours in advance of their performance.

B. Noise and Vibration

1. Equipment and impact tools shall have intake and exhaust mufflers
2. Contractor shall cooperate with District to minimize or cease the use of noisy and/or vibratory equipment if that equipment becomes objectionable by its longevity.

C. Dust and Dirt

1. Contractor shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.
2. Contractor shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.
3. Contractor shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.

4. Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

D. Water

Contractor shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop that hinders the Work, Contractor shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

E.. Pollution

1. No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.
2. Contractor shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

F. Lighting

1. If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

1.7 PUBLICITY RELEASES

- A. Contractor shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s); without prior written approval from District.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF SECTION

**CUTTING AND PATCHING
SECTION 01 7329**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Inspector, Inspections, and Tests, Integration of Work, Nonconforming Work, and Correction of Work, and Uncovering Work;
 - 1. Special Conditions;
 - 2. Hazardous Materials Procedures and Requirements;
 - 3. Hazardous Materials Certification;
 - 4. Lead-Based Paint Certification;
 - 5. Imported Materials Certification.

1.2 CUTTING AND PATCHING

- A. No cutting of structural members is allowed without prior written consent.
- B. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:
 - 1. Make several parts fit together properly.
 - 2. Uncover portions of Work to provide for installation of ill-timed Work.
 - 3. Remove and replace defective Work.
 - 4. Remove and replace Work not conforming to requirements of Contract Documents.
 - 5. Remove Samples of installed Work as specified for testing.
 - 6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
 - 7. Attaching new materials to existing remodeling areas - including painting (or other finishes) to match existing conditions.
- C. In addition to Contract requirements, upon written instructions from the District, Contractor shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.
- D. Contractor shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.

1.3 SUBMITTALS

- A. Prior to any cutting or alterations that may affect the structural safety of Project, or work of others, and well in advance of executing such cutting or alterations, Contractor shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration, including the following:
1. The work of the District or other trades.
 2. Structural value or integrity of any element of Project.
 3. Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.
 4. Efficiency, operational life, maintenance or safety of operational elements.
 5. Visual qualities of sight-exposed elements.
- B. Contractor's Request shall also include:
1. Identification of Project.
 2. Description of affected Work.
 3. Necessity for cutting, alteration, or excavations.
 4. Affects of Work on District, other trades, or structural or weatherproof integrity of Project.
 5. Description of proposed Work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades that will execute Work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternates to cutting and patching.
 7. Cost proposal, when applicable.
 8. The scheduled date the Contractor intended to perform the Work and the duration of time to complete the Work.
 9. Written permission of other trades whose Work will be affected.

1.4 QUALITY ASSURANCE

- A. Contractor shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.
- B. Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.

1.5 PAYMENT FOR COSTS

- A. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including cost for additional services of the District, its consultants, including but not limited to the Construction Manager, the Architect/Engineer, the Project Inspector(s), Engineers, and Agents, will be paid by Contractor and/or deducted from the Contract by the District.
- B. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Conditions. Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Contractor shall provide written cost proposals prior to proceeding with cutting and patching.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Contractor shall provide for replacement and restoration of Work removed. Contractor shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Contractor shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.
- B. Materials to be cut and patched include those damaged by the performance of the Work.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Contractor shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Contractor shall inspect conditions affecting installation of new products.
- B. Contractor shall report unsatisfactory or questionable conditions in writing to District as indicated in the General Conditions and shall proceed with Work as indicated in the General Conditions by District.

3.2 PREPARATION

- A. Contractor shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.

- B. Contractor shall provide devices and methods to protect other portions of Project from damage.
- C. Contractor shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Contractor shall keep excavations free from water.

3.3 ERECTION, INSTALLATION AND APPLICATION

- A. With respect to performance, Contractor shall
 1. Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.
 2. Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work. Exposed over-cuts (overcutting) of concrete/asphalt is not allowed without written approval of District.
 3. Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement.
- B. Contractor shall employ original installer or fabricator to perform cutting and patching for:
 1. Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.
 2. Sight-exposed finished surfaces.
- C. Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.
- D. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Contractor shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.
- E. Contractor shall restore Work which has been cut or removed. Contractor shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.
- F. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF SECTION

**CONTRACT CLOSEOUT AND FINAL CLEANING
SECTION 01 7700**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS AND PROVISIONS

- A. All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:
1. General Conditions, including, without limitation, Complete of Work;
 2. Special Conditions;
 3. Temporary Facilities and Controls.

1.2 CLOSEOUT PROCEDURES

Contractor shall comply with all closeout provisions as indicated in the General Conditions.

1.3 FINAL CLEANING

- A. Contractor shall execute final cleaning prior to final inspection.
- B. Contractor shall clean glass and surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances, polish transparent and glossy surfaces, wax and polish new floor surfaces, vacuum carpeted and soft surfaces.
- C. Contractor shall clean equipment and fixtures to a sanitary condition.
- D. Contractor shall clean debris from roofs, gutters, down spouts, and drainage systems.
- E. Contractor shall clean Site, sweep paved areas, and rake clean landscaped surfaces.
- F. Contractor shall remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.4 ADJUSTING

Contractor shall adjust operating projects and equipment to ensure smooth and unhindered operation.

1.5 INSTRUCTION OF DISTRICT PERSONNEL

- A. At agreed upon times, Contractor shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.

- B. For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six months.
- C. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- D. Contractor shall prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.7 SPARE PARTS AND MAINTENANCE MATERIALS

- A Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.
- B. Contractor shall provide District all required Operation and Maintenance Data.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF SECTION

**WARRANTIES
SECTION 01 7836**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS AND PROVISIONS

- A. All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:
1. General Conditions, including, without limitation, Warranty/Guarantee Information;
 2. Special Conditions.

1.2 FORMAT

- A. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size.
- B. Cover: Contractor shall identify each binder with typed or printed title “WARRANTIES” and shall list title of Project.
- C. Table of Contents: Contractor shall provide title of Project; name, address, and telephone number of Contractor and equipment supplier, and name of responsible principal. Contractor shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the product or work item is specified.
- D. Contractor shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Contractor shall list each applicable and/or responsible Subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principle(s).

1.3 PREPARATION

- A. Contractor shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with District’s permission, Contractor shall leave date of beginning of time of warranty until the date of completion is determined.
- B. Contractor shall verify that documents are in proper form, contain full information, and are notarized, when required.
- C. Contractor shall co-execute submittals when required.

D. Contractor shall retain warranties until time specified for submittal.

1.4 TIME OF SUBMITTALS

A. For equipment or component parts of equipment put into service during construction with District's permission, Contractor shall submit a draft warranty for the equipment or component within ten (10) days after acceptance of that equipment or component.

B. Contractor shall submit for District approval all warranties and related documents within ten (10) days after date of completion. Contractor must revise the warranties as required by the District prior to District's approval of Contractor's final Application for Payment.

C. For items of work delayed beyond date of completion, provide updated submittal within ten days after acceptance, listing the date of acceptance as start of warranty period.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF SECTION

**RECORD DOCUMENTS
SECTION 01 7839**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS AND PROVISIONS

- A. All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:
1. General Conditions, including, without limitation, Documents on Work;
 2. Special Conditions.

PART 2 - RECORD DRAWINGS

2.1 GENERAL

- A. As indicated in the Contract Documents, the District will provide Contract with one set (1) of the original Contract Drawings (plans).
- B. Contractor shall maintain at each Project Site one set of marked-up plans and shall transfer all changes and information to those marked-up plans, as often as required in the Contract Documents, but in no case less than once each month. Contractor shall submit to the Project Inspector one set of reproducible plans of the Project Record Drawings (“As-Builts”) showing all changes incorporated into the Work since the preceding monthly submittal. The As-Builts shall be available at the Project Site. The Contractor shall submit reproducible plans at the conclusion of the Project following review of the blue-line prints.
- C. Label and date each Record Drawing “RECORD DOCUMENT” in legibly printed letters.
- D. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Claim Directives, RFI’s, and Addenda, shall be accurately and legibly recorded by Contractor.
- E. Locations and changes shall be done by Contractor in a neat and legible manner and, where applicable, indicated by drawing a “cloud” around the changed or additional information.

2.2 RECORD DRAWING INFORMATION

- A. Contractor shall record the following information:
1. Locations of all items, not necessarily concealed, which vary from the Contract Documents.

2. Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.

In some instances, this information may be recorded by dimension. In other instances, it may be recorded in relation to the spaces in the building near which it was installed.

- B. Contractor shall provide additional drawing as necessary for clarification.
- C. Contractor shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."

PART 3 - RECORD SPECIFICATIONS

3.1 GENERAL

Contractor shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.

PART 4 - MAINTENANCE OF RECORD DOCUMENTS

4.1 GENERAL

- A. Contractor shall store Record Documents apart from documents used for construction as follows:
 1. Provide files and racks for storage of Record Documents.
 2. Maintain Record Documents in a clean, dry, legible condition and in good order.
- B. Do not use Record Documents for construction purposes.

END OF SECTION

SEALANTS AND CAULKING
SECTION 07 9200

PART 1 - GENERAL

1.1 SUMMARY

- A. The work includes the furnishing and installing of all caulking and sealing work required to weatherproof the building, as shown and noted on the drawings and specified herein. The Conditions of the Contract and Division 1 apply to this section as fully as if repeated herein.

1.2 SUBMITTALS

- A. Prior to ordering materials or their installation, submit for selection, samples indicating the color range available for each caulking and sealant material intended for installation in exposed locations. Materials installed prior to selection of color will be subject to removal and replacement with approved materials. Color of finished caulking and sealant shall match approved samples.
- B. See section 01 3300 for number and manner of submittals.

1.3 DELIVERY, STORAGE AND HANDLING

- A. Do not expose caulking and sealants to excessive heat, cold or other conditions that would adversely affect the serviceability of the materials. Do not store caulking and sealants past the shelf-life recommended by the manufacturer.

1.4 JOB CONDITIONS

- A. Apply caulking and sealants only when weather conditions are within the manufacturer's recommended limits for satisfactory installation.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Caulking and Sealant Compounds: Compounds shall be products and manufacturers listed herein or equal products approved in accordance with Section 07 9200.
 - 1. Exterior Vertical Applications: One part low modulus silicone sealant; Dow Corning No. 790, General Electric "Silpruf", Durathane DAP caulking, or equal.
 - 2. Exterior Horizontal Applications: One part elastomeric self-leveling, polyurethane base sealant, Sonneborn "Sonolastic SL-1".

3. Paintable Caulk: DAP 230 Dynaflex Premium Elastomeric Latex.
 4. Stucco Crack Repair: Quickrete Stucco Repair.
 5. Paintable Window Putty/Glazing Compound: Sarco Dual Glaze Elastic Glazing Compound by Sarco Seal.
- B. Primers: Primers shall be quick-drying, colorless, non-staining sealer of type of consistency as recommended by the manufacturer of the caulking and sealant material for the particular surfaces to be caulked or sealed.
- C. Packing: Sealant backup and packing for caulking and sealant compounds shall be non-staining resilient material, such as glass fiber rope, or neoprene, butyl, polyurethane, or other open cell foams, compatible with the compound used.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect joint sizes and surfaces prior to start of work. Do not start work until deficiencies or other conditions that would adversely affect performance, installation or quality of the application have been corrected. Start of work constitutes acceptance of joint surfaces.

3.2 SURFACE PREPARATION

- A. Joints and spaces to be caulked or sealed shall be completely cleaned of dirt, dust, mortar, oil, and other foreign materials which might adversely affect the caulking and sealant work. Where necessary, degrease with an approved solvent or commercial degreasing agent. Surfaces shall be thoroughly dry before application of caulking compounds.
- B. If recommended by manufacturer, remove paint and other protective coatings from surfaces to be caulked or sealed prior to priming and caulking or sealant application.
- C. All joints shall be enclosed on three sides. Where grooves for adequate caulking or sealing have not been provided, suitable grooves shall be cleaned out to the depth required or as indicated on drawings and ground to a minimum width of 1/4 inch without damage to the adjoining work. No grinding shall be required on metal surfaces.
- D. Preparation of surfaces to receive caulking or sealant compound shall conform to the compound manufacturer's specifications. Use air pressure or other approved methods to achieve required results. Use masking tape to keep compound off surfaces that will be exposed in the finished work.

3.3 APPLICATION

- A. Caulk and seal around all openings in exterior walls, and other locations shown or required for waterproofing the building. Caulk and seal all other joints as herein specified, shown on drawings, and required to properly complete the building.
- B. Caulking and sealants shall be applied by experienced mechanics using specified materials and proper tools. Preparatory work (cleaning etc.) And application of caulking and sealants shall be as specified herein and in accordance with the manufacturer's printed instruction and recommendations.
- C. Plaster and other porous surfaces, and other surfaces if recommended by the manufacturer, shall be primed before applying caulking and sealants. Primer shall be applied with a brush that will reach all parts of joints to be filled with compound.
- D. Joints and spaces deeper than ½ inch shall be filled with packing as specified to within ½ inch of the surface.
- E. Caulking and sealants shall not be used when they become too jelled to be discharged in a continuous flow from the gun. Modification of compounds by addition of liquids, solvents, or powders will not be permitted.
- F. Compounds shall be applied with guns having proper size nozzles. Sufficient pressure shall be used to fill all voids and joints solid. In caulking and sealing around openings, include entire perimeter of each impracticable, suitable hand tools shall be used.
- G. Caulked and sealed joints shall be neatly pointed on flush surfaces with beading tool and internal corners with eaving tool. Excess material shall be cleanly removed. Caulking and sealant where exposed, shall be free of wrinkles and uniformly smooth. Caulking and sealing shall be complete before final coat of paint are applied.

3.4 MISCELLANEOUS CAULKING AND SEALING WORK

- A. The entire extent of caulking and sealing work is not necessarily fully or individually described herein. Caulking and sealing shall be provided wherever required to prevent light leakage as well as moisture leakage. Refer to drawings for conditions and related parts of the work.

3.5 CLEANING

- A. Clean surfaces of materials adjoining caulked and sealed joints of smears of compound or other soiling due to caulking and sealing application.

END OF SECTION

**PAINTING
SECTION 099000**

PART 1 - GENERAL

1.1 GENERAL CONDITIONS

- A. The Contractor shall provide all paints, tools, equipment, scaffolding and all other necessary equipment and supplies to perform a complete repaint of all exterior surfaces indicated on the Drawings.
- B. The Contractor shall cooperate with the Owner's representative in every way including conducting the work at a time as agreed.
- C. Damage to existing property of any nature, caused by the Contractor, shall be repaired to the satisfaction of the Owner at the Contractor's expense.
- D. The Contractor shall carry Workers Compensation, Public Liability and Property Damage Insurance.
- E. Referenced Sections:
 - 1. Section 013300 - Submittals.
 - 2. Section 07920 - Sealants and Caulking.

1.2 WORK INCLUDED

- A. The intent and requirements of this section, is that all work, items and surfaces which are normally painted and finished in a building of this type and quality, shall be so included in this contract, whether or not said work, item or surface is specifically called out and included in the schedules and notes on the drawings, or is, or is not, specifically mentioned in these specifications.

1.3 COLORS

- A. A five (5) color scheme; (1= field, 4=accent) will be provided by Architect prior to start of work.
- B. Mock-ups to be provided, 8"x10" brush outs of each color utilized. Label each brush out with product name, number, sheen etc. and submit to Architect for review prior to starting painting work.
- C. Provide one gallon of each type and color of finish coat used for extra stock at completion of the work.

1.4 QUALITY ASSURANCE

- A. This Contractor shall have a minimum of five (5) years proven satisfactory experience and shall show proof before commencement of work that he will maintain a qualified crew of painters throughout the duration of the work. When requested, Contractor shall provide a list of the last three comparable exterior repainting jobs including, name, location, specifying authority / project manager, start / completion dates and value of the work.
- B. Only qualified journey persons, as defined by local jurisdiction, shall be engaged in exterior repainting work. Apprentices may be employed provided they work under the direct supervision of a qualified journey-person in accordance with trade regulations.
- C. All paint work shall be inspected by a District Staff and/or Project Inspector. Inspections shall be performed after wall preparation, prior to application of first coat, and then an inspection for each following coat.

1.5 GUARANTEE

- A. Guarantee the painting work, in writing, against peeling, fading, cracking, blistering, or crazing for a period of two (2) years from the time of Notice of Completion is filed.

1.6 REGULATORY REQUIREMENTS

- A. Conform to work place safety regulations for storage, mixing, application and disposal of all paint related materials to requirements of those authorities having jurisdiction.
- B. Conform to safety precautions in accordance with the latest requirements to Industrial Health and Safety Regulations, latest edition, of authorities having jurisdiction.
- C. Fully cooperate at all times with the requirements of the Project Inspector in the performance of their duties, including providing access and assistance as required to complete inspection work.
- D. To reduce the amount of contaminants entering waterways, sanitary / storm drain systems or into the ground the following procedures shall be strictly adhered to:
 - 1. Retain cleaning water for water based materials to allow sediments to be filtered out. In no case shall equipment be cleaned using free draining water.
 - 2. Retain cleaners, thinners, solvents and excess paint and place in designated containers and ensure proper disposal.
 - 3. Return solvent and oil soaked rags used during painting operations for contaminant recovery, proper disposal, or appropriate cleaning and laundering.

4. Dispose of contaminants in an approved legal manner in accordance with hazardous waste regulations.
 5. Empty paint cans are to be dry prior to disposal or recycling (where available).
 6. Close and seal tightly partly used cans of materials including sealant and adhesive containers and store protected in well ventilated fire safe area at moderate temperature.
- E. Where paint recycling is available, collect waste paint by type and provide for delivery to recycling or collection facility.
- F. Conform to State Environmental Requirements.

1.7 PROJECT/SITE REQUIREMENTS

- A. UNLESS specifically pre-approved by the specifying body, Paint Inspection Agency and the applied product manufacturer, perform no repainting work when the ambient air and substrate temperatures are below 50° F (10° C).
- B. Perform no paint work unless environmental conditions are within MPI and paint manufacturer's requirements or until adequate weather protection is provided. Where required, suitable weatherproof covering and sufficient heating facilities shall be in place to maintain minimum ambient air and substrate temperatures for 24 hours before, during and after paint application.
- C. Perform no paint work when the relative humidity is above 85% or when the dew point is less than 5° F (3° C) variance between the air/surface temperature.
- D. Perform no paint work when the maximum moisture content of the substrate exceeds:
1. 15% for wood.
- E. Conduct all moisture tests using a properly calibrated electronic Moisture Meter.
- F. Test concrete and masonry surfaces for alkalinity as required.
- G. Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by construction activities such that airborne particles will not affect the quality of finished surfaces.

PART 2 - PRODUCTS AND HANDLING

2.1 MATERIALS

- A. Materials shall be pure, unadulterated first quality and shall be delivered to the project in original unbroken packages bearing the manufacturer's name and product number. Material shall be **(DE) Dunn Edwards** (basis of design) or Equal in accordance with section 01 3300. Materials shall comply with all current health, safety and environmental regulations.
- B. Paint mixing thinning, if necessary, shall be to manufacturer's instructions. Primer-sealer coats may be thinned up to 10% with paint manufacturer's recommendations. All other coats shall not be thinned. Any mixing and thinning of materials shall be done in specified work and storage areas. Paint thinners, tools, rags and partially filled containers returned to storage area at the completion of each dat.
- C. Secure the Color Schedule before undercoating. Unless otherwise specified, all undercoats shall be tinted slightly to approximate the color of the finish coat. Approval of color shall be obtained before proceeding with the work.
- D. Where a specific name is not given for a product ro ingredient, such item shall be of the best quality of the approved manufacturer, which is normally used for the intended purpose.
- E. Material shall be stacked no more than three high in five-gallon containers and put in categorized area.

2.2 PAINT SCHEDULE

- A. All previously painted surfaces and items not specifically listed that form a part of, or are concerning the above-indicated work, shall be painted.

2.3 EXTERIOR

A. FERROUS METAL

1st Coat	Primer DE Enduraprime Ferrous Metal Primer (If shop primed, only touch-up is required)	(ENPR00) (2.0 mils)
2nd Coat	DE Enduracoat DTM Acrylic Semi-Gloss Enamel	(ENCT50) (1.5 mils)
3rd Coat	DE Enduracoat DTM Acrylic Semi-Gloss Enamel	(ENCT50) (1.5 mils)

B. GALVANIZED METAL

Etch	Etching Solution Krud Kutter Metal Clean & Etch	
1st Coat	Primer DE Enduraprime Galvanized Metal Primer	(ENGM00) (2.0 mils)
2nd Coat	DE Enduracoat DTM Acrylic Semi-Gloss Enamel	(ENCT50) (1.5 mils)
3rd Coat	DE Enduracoat DTM Acrylic Semi-Gloss Enamel	(ENCT50) (1.5 mils)

C. CONCRETE

1st Coat	Primer DE Eff-Stop Select Masonry Primer	(ESSL00) (2.0 mils)
2nd Coat	DE Spartashield 100% Acrylic Velvet Sheen	(SSHL20) (1.5 mils)
3rd Coat	DE Spartashield 100% Acrylic Velvet Sheen	(SSHL20) (1.5 mils)

D. STUCCO and CMU

1st Coat	Primer DE Eff-Stop Select Masonry Primer	(ESSL00) (2.0 mils)
	New CMU – Primer Smooth Blocfil Select	(SBSL00) (7.0 mils)
2nd Coat	DE Spartashield 100% Acrylic Velvet Sheen	(SSHL20) (1.5 mils)
3rd Coat	DE Spartashield 100% Acrylic Velvet Sheen	(SSHL20) (1.5 mils)

E. TILE

1st Coat	Primer DE Super-Loc adhesion Promoting Primer	(SLPR00) (2.0 mils)
2nd Coat	DE Spartashield 100% Acrylic Velvet Sheen	(SSHL20) (1.5 mils)
3rd Coat	DE Spartashield 100% Acrylic Velvet Sheen	(SSHL20) (1.5 mils)

F. WOOD SIDING

1st Coat:	Primer DE Ultra-Grip Select Universal Primer	(UGSL00) (2.0 mils)
2nd Coat:	DE Spartashield 100% Acrylic Velvet Sheen	(SSHL20) (1.5 mils)
3rd Coat:	DE Spartashield 100% Acrylic Velvet Sheen	(SSHL20) (1.5 mils)

G. EAVES, WOOD TRIM and FASCIA

1st Coat:	Primer DE Ultra-Grip Select Universal Primer	(UGSL00) (2.0 mils)
2nd Coat:	DE Spartashield 100% Acrylic Velvet Sheen	(SSHL20) (1.5 mils)
3rd Coat:	DE Spartashield 100% Acrylic Velvet Sheen	(SSHL20) (1.5 mils)

H. WOOD DOORS and FRAMES

1st Coat:	Primer DE Ultra-Grip Select Universal Primer	(UGSL00) (2.0 mils)
2nd Coat:	DE Spartashield 100% Acrylic Semi-Gloss Sheen	(SSHL50) (1.5 mils)
3rd Coat:	DE Spartashield 100% Acrylic Semi-Gloss Sheen	(SSHL50) (1.5 mils)

I. METAL DOORS and FRAMES

1st Coat: Primer DE Ultra-Grip Select Universal Primer (UGSL00) (2.0 mils)
2nd Coat: DE Enduracoat DTM Acrylic Semi-Gloss Enamel (ENCT50) (1.5 mils)
3rd Coat: DE Enduracoat DTM Acrylic Semi-Gloss Enamel (ENCT50) (1.5 mils)

J. RAMP RAILING and HAND RAILS

1st Coat: Primer DE Enduraprime Ferrous Metal Primer (ENPR00) (2.0 mils)
2nd Coat: DE Enduracoat DTM Acrylic Semi-Gloss Enamel (ENCT50) (1.5 mils)
3rd Coat: DE Enduracoat DTM Acrylic Semi-Gloss Enamel (ENCT50) (1.5 mils)

K. GALVANIZED DOWN SPOUTS and GUTTERS

1st Coat: Primer DE Ultra-Grip Select Universal Primer (EZSL00) (2.0 mils)
2nd Coat: DE Spartashield 100% Acrylic Velvet Sheen (SSHL20) (1.5 mils)
3rd Coat: DE Spartashield 100% Acrylic Velvet Sheen (SSHL20) (1.5 mils)

L. ATTIC VENTS, HVAC UNITS, UTILITY BOX COVERS, METAL SCREENS
METAL CONDUITS and GAS PIPING

1st Coat: Primer DE Ultra-Grip Select Universal Primer (EZSL00) (2.0 mils)
2nd Coat: DE Spartashield 100% Acrylic Velvet Sheen (SSHL20) (1.5 mils)
3rd Coat: DE Spartashield 100% Acrylic Velvet Sheen (SSHL20) (1.5 mils)

M. TRAFFIC SURFACES of RAMPS

1st Coat: Primer-Wood or Concrete - Dex-Coat Floor & Deck (Self-Priming) or
Monobond High Adhesion Primer - Metal - Monobond Direct-To-Metal Rust
Inhibitive Primer
2nd Coat: Dex-Coat Floor & Deck Coatings / Smooth or Textured
3rd Coat: Dex-Coat Floor & Deck Coatings / Smooth or Textured

PART 3 - EXECUTION

3.1 SCHEDULING OF WORK

- A. Contractor shall coordinate the commencement of all work with Owners so as not to cause inconvenience to the facility.
- B. Contractor shall post notices in conspicuous areas three to five days in advance of beginning work on specified phase, noting start date, any instructions to owner and business phone number.

- C. Contractor shall provide a list of items that need to be moved by owner at least seven (7) days prior to starting work in area.

3.2 INSPECTION

- A. Closely examine all surfaces. Any surfaces that are in question or that will affect the execution or quality of work must be brought to the attention of the Owner's representative before painting will begin.
- B. Thoroughly examine the specification at the site, in similar conditions under which work will be performed, before submitting a proposal. Clarify any questions or conditions with Owner.
- C. **No allowance for lack of knowledge of obvious conditions will be made after bids have been opened.**

3.3 WORKMANSHIP

- A. Provide best quality workmanship, performed by skilled mechanics.
- B. Perform work conditions best suited to the production of acceptable work.
- C. All work will be subject to approval by the Owner. Correct all work, which does not comply with the intent of the specifications.
- D. Protect all adjacent areas and surfaces from damage.
- E. Insure that hardware is removed or protected before painting, and then replaced or uncovered when painting in that area is complete.
- F. Dust Control: Provide continuous dust control as required to protect adjacent areas.
- G. The Contractor shall take all necessary steps to protect the public, property and vehicles from damage during this operation.
- H. **Do not** apply paint in rain, fog, mist or when surface temperature is below 50 degrees Fahrenheit. **Do not** spray paint in windy conditions.
- I. Immediately clean up all accidental splatters, spills and misplaced paint, and restore the affected area to its original condition.
- J. Provide a clean and liability-free work environment.

3.4 SURFACE PREPARATION

- A. Prepare surfaces in a skillful manner to produce finish work of first class appearance and durability. Prior to any painting, all surfaces should be clean and dry, free of all foreign matter and contaminants that could otherwise impede proper adhesion, appearance and performance of the Specified Finish Paint. This shall include pressure washing, scraping and wire brushing when necessary to provide a suitable surface. Areas such as soffits and entry doors should be avoided when pressure washing to avert the unintended introduction of water. All areas pressure washed should then be allowed to dry at least two days or until the moisture content of the surface to be painted is no more than 15%. When mechanically high-pressure water washing please check with local City and County Environmental Regulations. Some areas do not allow pressure washing, or require a special permit.
1. Metal: Remove dirt contaminants, rust scale or oxides and loose and peeling paint. Any excess rust, loose or peeling paint not removed by this method should be hand-tooled wire brushed, scraped or sanded as necessary to provide a smooth surface for paint application. Prime all bare and rusted metal with recommended primer.
 2. Wood: Remove dirt contaminants, dust and loose or peeling paint. All loose or peeling paint not removed by this method shall be hand tool wire brushed, scraped or sanded as necessary to provide a smooth surface for paint application. All protruding nail heads shall be driven back flush and primed with appropriate primer before finish coat is applied. Holes, splits and scratches shall be puttied or spackled smooth after prime coat.
 3. Concrete, CMU and Stucco: Remove contaminants, dirt, dust, and loose and peeling paint. All loose or peeling paint not removed by this method shall be hand tool wire brushed, scraped or sanded as necessary. If efflorescence exists, spot prime affected areas with appropriate primer to inhibit condition. In the areas where the concrete or stucco is failing and causing the paint to peel, perform a pH test to assure acceptable pH level prior to coating. Where stucco is cracked, repair with specified product and spot prime repaired area.
 4. General Mildew Removal: Remove mildew with a solution of one part household bleach to three parts water to leave an uncontaminated, clean surface for paint. Mix cleaning solutions stronger as necessary to produce the desired level of cleanliness. Scrub where necessary with a soft bristle brush.
 5. Hard-to-Stick Surfaces: Use specific premium primer-sealer coat designed for excellent adhesion on hard-to-stick surfaces. See manufacture guidelines for prep and application of product.

- B. Spot prime all bare surfaces with appropriate primer after preparation has been completed. The Owner or Owner's Representative shall inspect preparation before the application of paint finishes. Rework surfaces not properly prepared to receive paint finishes to the satisfaction of the Owner or Owner's Representative.
- C. Mask off equipment.

3.5 APPLICATION

- A. Application: Apply paints by brush or roller except as otherwise specified. Use paint of proper consistency for each coat, well brush-out or flowed-on to obtain a uniform finish free from holidays, brush marks, sags, crawls, or other defects.
- B. Materials shall be applied in accordance with the approved manufacturer's directions and specifications. Thinning required, shall be done in the manner and the type of reducer recommended by manufacturer.
- C. The proper number of coats of paints and other finished specified, properly applied, will result in the desired effect. Should this effect not be attained, additional applications of the specified materials and methods shall be made.
- D. Each coat of painted work shall vary in shade from the proceeding coat in a manner that will make each coat readily distinguishable without affecting the finish color.
- E. In enclosed spaces, the application and drying of paint shall be performed only when the temperature is 65 degrees F., or above and maintained constantly to prevent condensation.
- F. Enamel coats shall be sanded smooth prior to re-coating. All defects and unevenness in previously applied coatings shall be repaired before applying the next coat.
- G. Where questions occur as to the indicated surfaces inform the Architect and receive clarification therefrom.

3.6 CLEANING, TOUCH-UP AND REFINISHING

- A. Touch-up and Refinishing: Runs, sags, misses, holidays, stains and other defects in the painted surfaces, including inadequate coverage and mil thickness shall be satisfactorily touched up, or refinished, or repainted as necessary to produce a first-class workman like job.
- B. Cleaning:
 - 1. Carefully remove all spattering, spots and blemishes caused by work under this section from surfaces throughout the project.

2. Upon completion of painting work remove all rubbish, paint cans, and accumulated materials resulting from work.

3.7 ACKNOWLEDGMENT (Contractor's Responsibility)

- A. Furnish in accordance with the attached schedule for the surface and finish desired. Catalog names and numbers refer to products manufactured and distributed by Dunn Edwards Paint Company or approved equal as per Section 2.1.
- B. This specification is not to be considered as inclusive or exclusive of any or all areas. The Owner may, upon proper notification, before bidding, remove, and solicit separate bids for any area listed or not listed. This specification is for general reference and is considered binding only when mutually agreed upon by the Owner and Contractor.

END OF SECTION