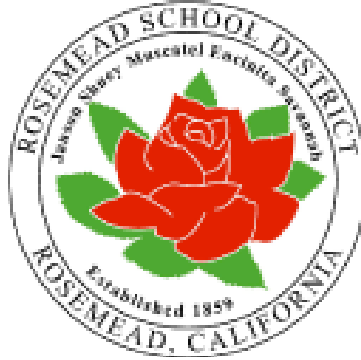


PROJECT MANUAL

ROSEMEAD SCHOOL DISTRICT



RSD-Asphalt Repair/Seal Project at Muscatel Middle School

Bid #20-21-0001

MANDATORY .JOB WALK: July 23, 2020, 10:00 a.m.

Meet at:

Muscatel Middle School
4201 Ivar Avenue
Rosemead, CA 91770

Submit Bids to the Attention of:
PURCHASING DEPARTMENT
ROSEMEAD SCHOOL DISTRICT
3907 Rosemead Blvd.
Rosemead CA 91770

RSD-Asphalt Repair/Seal Project at Muscatel Middle School

Bid No. 20-21-0001

July 29, 2020

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26. Drawings – None
27. Reference Drawings: None

(End Table of Contents)

NOTICE CALLING FOR BIDS

DISTRICT	ROSEMEAD SCHOOL DISTRICT
PROJECT DESCRIPTION	RSD-Asphalt Repair/Seal Project at Muscatel Middle School, Bid No. 20-21-0001
LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS	2:00 P.M. Wednesday July 29, 2020
LOCATION FOR SUBMISSION OF BID PROPOSALS	PURCHASING DEPARTMENT ROSEMEAD SCHOOL DISTRICT 3907 Rosemead Blvd. Rosemead CA 91770
BID AND CONTRACT DOCUMENTS AVAILABLE ON July 15, 2020 AT:	www.rosemead.k12.ca.us

NOTICE IS HEREBY GIVEN that the above-named California Public School District, acting by and through its Board of Education, hereinafter the "District," will receive up to but not later than the above-stated date and time sealed Bid Proposals for a contract for the Work of the Project generally described as listed above.

1. The Project. The Project involves pavement overlay/repair/patching, crack fill, seal coat, and restriping at the asphalt playground and other areas at Muscatel Middle School in the Rosemead School District.

2. Not Used.

3. Bidder Qualifications. Prequalification is not required for this project. All Bidders must submit a Certificate of Qualifications with their bid if they are not on at least one of the District's lists of prequalified contractors for formally bid projects valued over \$175,000.

4. Submittal of Bid Proposals. All Bid Proposals shall be submitted on forms furnished by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District as set forth above. Only Bid Proposals submitted to the District up to but not later than the date and time set forth above for submission of bid proposals shall be considered.

5. Documents Accompanying Bid Proposal. Each Bid Proposal shall be accompanied by: (a) Bid Security; (b) Subcontractors List; (c) Non-Collusion Declaration; (d) Certificate of Bidder's Qualifications as applicable, (e) Certification of Contractor and Subcontractor(s) Division of Industrial Relations Registration, and (f) Certification of Prevailing Wage & Related Labor Requirements. All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such Bidder's Bid Proposal for non-responsiveness.

6. Prevailing Wage Rates. Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of these determinations, entitled "PREVAILING WAGE SCALE" are maintained at the District's Administrative Offices at 3907 Rosemead Blvd, Rosemead, CA 91770 and are available for review on the internet at http://www.dir.ca.gov/dlsr/statistics_research.html. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers in execution

of the Work.

7. Bidder and Subcontractors DIR Registered Contractor Status. Each Bidder must be a DIR Registered Contractor when submitting a Bid Proposal. The Bid Proposal of a Bidder who is not a DIR Registered Contractor when the Bid Proposal is submitted will be rejected for non-responsiveness. All Subcontractors identified in a Bidder's Subcontractors' List must be DIR Registered contractors at the time the Bid Proposal is submitted. The foregoing notwithstanding, a Bid Proposal is not subject to rejection for non-responsiveness for listing Subcontractor the Subcontractors List who is/are not DIR Registered contractors if such Subcontractor(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2). Further, a Bid Proposal is not subject to rejection if the Bidder submitting the Bid Proposal listed any Subcontractor(s) who is/are not DIR Registered contractors and such Subcontractor(s) do not become DIR Registered pursuant to Labor Code §1771.1(c)(1) or (2), but the Bidder, if awarded the Contract, must request consent of the District to substitute a DIR Registered Subcontractor for the non-DIR Registered Subcontractor pursuant to Labor Code §1771.1(c)(3), without adjustment of the Contract Price or the Contract Time.

8. Contractor's License Classification. In accordance with the provisions of California Public Contract Code §3300, the District requires that Bidders possess the following classification of California Contractors License at the time that the Contract for the Work is awarded: **A - General Engineering, or C-12 Earthwork and Paving Contractor.** Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed to perform the Work.

9. Contract Time. Final Completion of the Work shall be achieved as set forth in the Contract. Failure to achieve Final Completion of the Work within the Contract Time shall subject the Contractor to assessment of Liquidated Damages for delayed Final Completion of the Work, as set forth in the Contract Documents.

10. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in an amount not less than **ten percent (10%)** of the maximum amount of the Bid Proposal, inclusive of any additive Alternate Bid Item(s). Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.

11. No Withdrawal of Bid Proposals. Bid Proposals shall not be withdrawn by any Bidder for a period of sixty (60) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

12. Job Walk. The District will conduct a mandatory Job Walk. The District will conduct the Job Walk beginning on **July 23, 2020 at 10:00 A.M.** Bidders shall meet for the job walk at: **Muscatel Middle School, 4201 Ivar Avenue, Rosemead, CA 91770.**

13. Waiver of Irregularities. The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

14. Award of Contract. The award of a contract for the Work, if awarded, will be by action of the District's Board of Education to the responsible Bidder submitting the lowest priced responsive Bid Proposal.

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INSTRUCTIONS FOR BIDDERS

1. **Background.** The Project, **RSD-Asphalt Repair/Seal Project at Muscatel Middle School**, involves overlay/repair/patching, crack fill, seal coat, and restriping at the Muscatel campus, as set forth in the Contract Documents.
2. **Bidder's Qualifications.** All bidders must complete and submit the Certificate of Qualifications with their bid unless they are already on one of the District's lists of prequalified contractors for formally bid projects valued over \$175,000.
 - 2.1 Bidder who are not prequalified must submit a completed Certificate of Qualifications with its Bid Proposal. If the District determines that any information provided by a Bidder in the Certificate of Qualifications is false or misleading, or is incomplete so as to be false or misleading, the District may reject the Bid Proposal submitted by such Bidder as non-responsive.
3. **Preparation and Submittal of Bid Proposal.**
 - 3.1 **Bid Proposal Submittal.** Bid Proposals shall be submitted at the place designated in the Notice to Contractors Calling for Bids in sealed envelopes bearing on the outside the Bidder's name and address along with an identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Notice to Contractors Calling for Bids.
 - 3.2 **Date and Time of Bid Proposal Submittal.** The District will place a date/time stamp machine in a conspicuous location at the place designated for submittal of Bid Proposals. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is stamped by the District's date/time stamp machine; if the envelope does not fit into the date/time stamp machine, a slip of paper shall be stamped and affixed to the envelope. Bid Proposals not so stamped as timely submitted will be rejected and returned to the Bidder unopened. The date/time stamp is controlling and determinative as to the date and time of the Bidder's submittal of its Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Notice to Contractors Calling for Bids, no Bid Proposals shall be received or considered by the District after the last date and time for submittal of Bid Proposals; Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened.
4. **Bid Security.** Each Bid Proposal shall be accompanied by Bid Security in the form of: (a) cash, (b) a certified or cashier's check made payable to the District or (c) a Bid Bond, in the form and content attached hereto, in favor of the District executed by the Bidder as a principal and a Surety as surety (the "Bid Security") in an amount not less than the percentage of the maximum amount of the Bid Proposal. Any Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected. If the Bid Security is in the form of a Bid Bond, the Bidder's Bid Proposal shall be deemed responsive only if the Bid Bond is in the form and content included herein and the Surety is an Admitted Surety Insurer under Code of Civil Procedure §995.120.
5. **Documents Accompanying Bid Proposal; Signatures.** The Bid Proposal must be submitted with: Bid Security, Subcontractors List, Non-Collusion Declaration, Certificate

of Qualifications as applicable for contractors who are not already prequalified, Certification of Contractor and Subcontractor(s) Division of Industrial Relations Registration, and Certification of Prevailing Wage & Related Labor Requirements.

6. **Modifications.** Changes to the bid forms which are not specifically called for or permitted may result in the District's rejection of the Bid Proposal as being non-responsive. No oral or telephonic modification of any submitted Bid Proposal will be considered. A written modification may be considered only if actually received by the District prior to the scheduled closing time for submittal of Bid Proposals.
7. **Erasures; Inconsistent or Illegible Bid Proposals.** Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineation or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming with the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such a Bid Proposal as being non-responsive.
8. **Examination of Site and Contract Documents.** Each Bidder shall, at its sole cost and expense, inspect the Site and to become fully acquainted with the Contract Documents and conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract which are not in the form of Bid Addenda duly issued by the District. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this paragraph.
9. **Withdrawal of Bid Proposal.** Any Bidder may withdraw its Bid Proposal by of written request actually received by the District prior to the scheduled closing time for the submittal of Bid Proposals. A written notice of withdrawal of a submitted Bid Proposal received after the scheduled closing time for submittal of Bid Proposals shall not be considered by the District, nor effective to withdraw such Bid Proposal.
10. **Agreement and Bonds.** The Agreement which the successful Bidder, as Contractor, will be required to execute along with the forms and amounts of the Labor and Material Payment Bond, Performance Bond and other documents and instruments which will be required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder. The required number of executed copies of the Agreement and the form and content of the Performance Bond and the Labor and Material Payment Bond and other documents or instruments required at the time of execution of the Agreement are specified in the Contract Documents. The Bidder awarded a Contract and/or such Bidder's Surety shall complete the form of Payment Bond and the form of Performance Bond.
11. **Interpretation of Drawings, Specifications or Contract Documents.** Any Bidder in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, a written request for an

interpretation or correction thereof may be submitted to the District. It is the sole and exclusive responsibility of the Bidder to submit such request not less than seven (7) days prior to the scheduled closing date for the submittal of Bid Proposals. All pre-bid questions regarding the project are to be referred in writing to Mr. Harold Sullins at hsullins@rosemead.k12.ca.us. Interpretations or corrections of the Contract Documents will be by written addendum issued by the District or the Architect. A copy of any such addenda will be delivered to each Bidder receiving a set of the Contract Documents; provided that, each Bidder who receives a set of the Contract Documents shall make a request for addenda, which request shall include Bidder's fax number and email address for delivery of addenda. **Bidders shall request addenda from the District by email addressed as follows: melinda@ehanda.com** . No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

- 12. District's Right to Modify Contract Documents.** Before the last date and time for the submittal of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained a copy of the Specifications, Drawings and Contract Documents pursuant to the Notice to Contractors Calling for Bids. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal may render the Bid Proposal non-responsive and rejected.
- 13. Bidders Interested in More Than One Bid Proposal; Non-Collusion Declaration.** No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a subcontractor proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a subcontractor proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District. The form of Non-Collusion Declaration included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Declaration with its Bid Proposal will render the Bid Proposal non-responsive.
- 14. Award of Contract.**
 - 14.1 Waiver of Irregularities or Informalities.** The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
 - 14.2 Award to Lowest Responsive Responsible Bidder.** The award of the Contract, if made by the District through action of its Board of Education, will be to the responsible Bidder submitting the lowest responsive Bid Proposal. **The lowest Bid Proposal shall be the Bid Proposal with the lowest price on the base contract without consideration of the prices on the additive or deductive items.** The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
 - 14.3 Responsive Bid.** A bid is responsive if it promises to do what the bidding instructions demand.

14.4 Responsible Bidder. A responsible bidder is a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract Documents for the Project.

15. Bidder and Subcontractors DIR Registered Contractor Status. Each Bidder must be a DIR Registered Contractor when submitting a Bid Proposal. The Bid Proposal of a Bidder who is not a DIR Registered Contractor when the Bid Proposal is submitted will be rejected for non-responsiveness. All Subcontractors identified in a Bidder's Subcontractors' List must be DIR Registered contractors at the time the Bid Proposal is submitted. The foregoing notwithstanding, a Bid Proposal is not subject to rejection for non-responsiveness for listing Subcontractor the Subcontractors List who is/are not DIR Registered contractors if such Subcontractor(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2). Further, a Bid Proposal is not subject to rejection if the Bidder submitting the Bid Proposal listed any Subcontractor(s) who is/are not DIR Registered contractors and such Subcontractor(s) do not become DIR Registered pursuant to Labor Code §1771.1(c)(1) or (2), but the Bidder, if awarded the Contract, must request consent of the District to substitute a DIR Registered Subcontractor for the non-DIR Registered Subcontractor pursuant to Labor Code §1771.1(c)(3), without adjustment of the Contract Price or the Contract Time.

15. Subcontractors.

15.1 Designation of Subcontractors; Subcontractors List. Each Bidder shall submit a list of its proposed Subcontractors for the proposed Work as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§ 4100 et seq.) on the form furnished. The failure of any Bid Proposal to include all information required by the Subcontractors List may result in rejection of the Bid Proposal for non-responsiveness.

15.2 Work of Subcontractors. All Bidders are referred to the Contract Documents and the notation therein that all Contract Documents are intended to be complimentary and that the organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders' sub-bids which is/are necessary to produce the intended results and/or which are reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time.

15.3 Subcontractor Bonds. In accordance with California Public Contract Code § 4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring such bond or bonds are to be borne by the Bidder or the Subcontractor(s), such requirements shall be specified in the Bidder's written or published request for sub-bids. Failure of the Bidder to comply with these requirements shall preclude the Bidder from imposing bonding requirements upon its Subcontractor(s) or rejection of a Subcontractor's bid under California Public Contract Code § 4108(b).

16. Workers' Compensation Insurance. Pursuant to California Labor Code § 3700, the

successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful bidder shall sign and deliver to the District the following certificate prior to performing any of the Work under the Contract:

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

The form of such Certificate is included as part of the Contract Documents.

- 17. Bid Security Return.** The Bid Security of three or more low Bidders, the number being solely at the discretion of the District, will be held by the District for ten (10) days after the period for which Bid Proposals must be held open (which is set forth in the Notice to Contractors Calling for Bids) or until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the Bid Security of such other Bidders will be returned to them.
- 18. Forfeiture of Bid Security.** If the Bidder awarded the Contract fails or refuses to execute the Agreement within five (5) calendar days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest priced Bid Proposal or may call for new bids, in its sole and exclusive discretion.
- 19. Contractor's License.** No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work of the Contract Documents, in accordance with the Contractor's License Law, California Business & Professions Code §§ 7000 et seq. This requirement is not a mere formality and will not be waived by the District or its Board of Education. The required California Contractor's License classification(s) for the Work is set forth in the Notice to Contractors Calling for Bids.
- 20. Anti-Discrimination.** It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. All Bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§ 12940 et seq. and California Labor Code § 1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.
- 21. Job-Walk.** The District will conduct a Job-Walk at the time(s) and place(s) designated in the Notice to Contractors Calling for Bids. The District may, in its sole and exclusive discretion, elect to conduct one or more Job-Walk(s) in addition to that set forth in the Notice to Contractors Calling for Bids, in which event the District shall notify all Bidders who have theretofore obtained the Contract Documents pursuant to the

Notice to Contractors Calling for Bids of any such additional Job-Walk. If the District elects to conduct any Job-Walk in addition to that set forth in the Notice to Contractors Calling for Bids, the District shall, in its notice of any such additional Job-Walk(s), indicate whether Bidders' attendance at such additional Job-Walk(s) is/are mandatory. If attendance at the Job Walk is indicated in the Notice to Contractors Calling for Bids as being mandatory, the failure of any Bidder to have its authorized representative present at the Job-Walk may render the Bid Proposal of such Bidder to be non-responsive. Where the Job-Walk is mandatory, a Bidder may have more than one authorized representative and/or representatives of its Subcontractors present at the Job-Walk; provided, however that attendance by representatives of the Bidder's Subcontractors without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and may render the Bid Proposal of such Bidder to be non-responsive.

- 22. Public Records.** Bid Proposals and other documents related to the Project become the exclusive property of the District upon submittal to the District, and are subject to the California Public Records Act, Government Code §§ 6250, et. seq., except that completed applications for prequalification and related documents, "shall not be public records and shall not be open to public inspection," pursuant to Public Contract Code §20111.5(a)." A request for copies of documents related to bidding on the Project must be in writing and must describe each such document individually, and sufficiently for identification. In accordance with Government Code §6253(b), copies of such documents shall be provided to a bidder only if the bidder first submits to the District, "payment of fees covering direct costs of duplication." If the District is required to defend or otherwise respond to any action or proceeding involving the disclosure of documents relating to bidding on the Project, the bidder that submitted such documents shall defend, indemnify, and hold the District harmless therefrom, including any attorney fees incurred by the District."
- 23. Drug Free Workplace Certificate.** In accordance with California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§ 8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§ 8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.
- 24. Compliance with Immigration Reform and Control Act of 1986.** The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§ 1101 et seq. (the IRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.
- 25. Fingerprint Certificate.** In accordance with Education Code § 45125.1, the successful Bidder will be required to execute the Fingerprint Certificate included with the Contract Documents concurrently with the Bidder's execution of the Agreement. The successful Bidder shall comply with the terms and requirements of the Fingerprint Certificate and Education Code § 45125.1; failure to comply will result in penalties, including without

limitation, termination of the Agreement and the suspension of payments of the Contract Price otherwise due under the Contract Documents.

- 26. Notice of Intent to Award Contract.** Following the public opening and reading of Bid Proposals, the District will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date/time/place of the District's Board of Education meeting at which award of the Contract will be considered.
- 27. Bid Protest.** Any Bidder submitting a Bid Proposal to the District may file a protest of the District's intent to award the Contract provided that each and all of the following are complied with:
- (i) The bid protest is in writing;
 - (ii) The bid protest is filed and received by an officer of the District not more than five (5) calendar days following the date of issuance of the District's Notice of Intent to Award the Contract; and,
 - (iii) The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence.
- 28. Hearing re Rejected Bid.** If a bidder's bid is rejected by the District, that bidder may request a hearing on that rejection if the District issues a notice of intent to award a contract to a bidder whose bid is higher than the bid that was rejected. To be considered by the District, such a request for a hearing must be in writing and must be actually received by the District within one (1) business day after the date of such notice of intent to award a contract. The District will grant or deny such request for a hearing based on the holding of the California Court of Appeal in *Great West Contractors, Inc. v. Irvine Unified School District* (2010) 187 Cal. App. 4th 1425. If the District grants such a hearing, the District will schedule the hearing for a date not less than three (3) business days after the date of such notice of intent to award a contract. If the District holds such a hearing, any bidder may at its own expense: i) be represented at the hearing by legal counsel; ii) record the proceedings by court reporter; iii) present oral and/or written statements and/or other documents."

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SUBCONTRACTORS LIST

PROJECT: Asphalt Repair/Seal Project at Muscatel M.S.

Name of Bidder: _____

Authorized Signature: _____

Subcontractor Name/Address	Trade or Portion of Work	Subcontractor License & DIR #

Copy this form as needed for additional page(s)

**NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

PROJECT: Asphalt Repair/Seal Project at Muscatel M.S.

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
(position or title) (company)

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed this _____ day of _____, 20____ at _____
(City, County and State)

Signature (Address)

Name Printed or Typed (City, County and State)

(Area Code and Telephone Number)

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CERTIFICATE OF QUALIFICATIONS

Complete and submit with Bid Proposal if Bidder is not already on one of the District's lists of prequalified contractors for formally bid projects valued over \$175,000.

1. Bidder's Organization

1.1 Form of entity of Bidder, i.e., corporation, partnership, etc.

1.1.1 If a corporation, state the following:

State of
Incorporation: _____

Date of
Incorporation: _____

-
President/Chief Executive
Officer _____

Secretary _____

Treasure/Chief Financial
Officer _____

1.1.2 If a partnership, state the following:

Date of
Organization _____

Type of Partnership (general, limited) _____

Names of all general partners; if any of the general partners are not natural persons, provide the information for each such general partner requested by Paragraphs 1.1.1, 1.1.2 and 1.1.4 as appropriate: _____

1.1.3 If a proprietorship, state the following:

Names of all
proprietors: _____

1.1.4 If a joint venture, state the following:

Date of organization:

Names of all Joint Venture members. For each Joint Venture member, identify the form of entity and provide the information requested by Paragraphs 1.1.1, 1.1.2 and 1.1.3 for each Joint Venture member as appropriate:_____

1.1.5 If Bidder's form of entity is other than listed above, describe the type of entity or organization and identify all principals or owners of equity in the entity or organization_____

1.2 Number of years your organization has been in business as a contractor:

1.3 Number of years your organization has conducted business under its present name:

1.3.1 If your organization has conducted business under a name or name style different than your organization's present name, identify all prior name(s) or name styles:_____

1.3.2 For each name or name style identified in Paragraph 1.3.1, state the dates during which you conducted business under each name or style:

1.4 Federal Tax Identification No. _____

2. Not Used

3. Licensing

3.1 List all jurisdictions, other than the State of California, in which your organization is licensed to do business as a contractor and for each jurisdiction listed, identify the class of license or description of the work permitted by the license:

California Contractors _____

License(s): _____

License Number(s): _____

Expiration Date(s): _____

Responsible Managing _____

Employee/Officer _____

License Classification(s): _____

3.2 Has a claim or other demand ever been made against your organization's California Contractors License Bond? ___ Yes ___ No

If yes, on a separate attachment, state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.

3.3 Has a complaint ever been filed against your organization's California Contractors License with the California Contractors State License Board? ___ Yes ___ No

If yes, on a separate attachment, state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California

Contractors State License Board as a result of any such complaint.

3.4 Attach to this Certification true and correct copies of the following:

3.4.1 Your organization's California Contractors License (the copy must clearly and legibly show: (i) the licensee name; (ii) the expiration date; (iii) the classification(s) of licensure).

3.4.2 The Contractors License Bond posted by your organization in connection with your California Contractors License pursuant to California Business & Professions Code sections 7071.5 and 7071.6 (the copy must clearly and legibly show: (i) the Bond number or other information sufficient for identification of the Bond; (ii) the name, address and telephone number of the surety issuing such Bond; (iii) the signature of the individual executing the Bond on behalf of the Surety on the Bond, and if such individual's authority is conferred by power of attorney or by such individual's designation as an attorney in fact on behalf of the Surety, include a clear and legible copy of such power or attorney or attorney in fact authorization; (iii) the principal on such Bond; and (v) the expiration date of such Bond).

3.4.3 If your organization's California Contractors License is issued by virtue of the qualification of a responsible managing employee or responsible managing officer, the Qualifiers Bond if required pursuant to California Business & Professions Code section 7071.9 (the copy must clearly and legibly show: (i) the Bond number or other information sufficient for identification of the Bond; (ii) the name, address and telephone number of the surety issuing such Bond; (iii) the signature of the individual executing the Bond on behalf of the Surety on the Bond, and if such individual's authority is conferred by power of attorney or by such individual's designation as an attorney in fact on behalf of the Surety, include a clear and legible copy of such power or attorney or attorney in fact authorization; (iv) the principal on such Bond; and (v) the expiration date of such Bond).

4. Experience

4.1 List the categories of work your organization typically performs with your own forces:

4.2 List at least four (4) school or public works asphalt paving projects, that your organization has completed within the past five (5) years.

-
-
- 4.3 List at least two (2) school or public works project references, including current telephone numbers and contact information (District, Architect, or DSA Inspector) from projects your organization has completed within the past five (5) years.

5. Performance History

- 5.1 Claims, lawsuits, and legal matters (if you answer yes to any of the following, you must attach details).

- 5.1.1 Have any lawsuits or other administrative, legal, arbitration or other proceedings, ever been brought or commenced against your organization or any of its principals, officers or equity owners in connection with any construction contract or construction project? ____ Yes ____ No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

- 5.1.2 Has your organization ever filed a lawsuit or commenced other administrative, legal or other proceedings in connection with any construction contract or construction project? ____ Yes ____ No

- 5.1.3 Has applicant, or any principal of your organization ever been found guilty or convicted of fraud, or of violating any federal, state, or local rule or regulation regarding a construction contract? ____ Yes ____ **No**

- 5.1.4 Are there any judgments, orders, decrees or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees or principals of your organization? ____ Yes ____ No

If so, describe each such judgment, order, decree or arbitration award and the present status of the satisfaction or discharge thereof.

- 5.2 Have any stop notices been filed against you? _ Yes_ No

If so, on a separate attachment, for each such stop notice, state the following: (i) the name of the stop notice claimant; (ii) the date of the stop notice; (iii) the names of the project and the project owner; (iv) how the stop notice was discharged.

- 5.3 Has your organization ever failed to complete a contract within the authorized contract time under the California contractor's license(s) listed above? _ Yes_ No

If so, on a separate attachment, state the circumstances in detail including the name of the owner.

- 5.4 Has your organization been assessed liquidated damages for any project under

the California contractor's license indicated, in the last three (3) years? Yes
 No

If so, on a separate attachment, state the circumstances in detail including the name of the owner.

5.5 Has your organization ever refused to sign a contract awarded to it? Yes No
If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.

5.6 Has your organization ever failed to complete a construction contract? Yes No
If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.

5.7 Has your organization ever been declared in default of a construction contract?
 Yes No
If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of each such declaration of default.

5.8 Has any construction contract to which your organization is a party been terminated for the convenience of the project owner? Yes No
If so, identify the project and project owner along with a description of the circumstances under which the convenience termination occurred.

5.9 Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond, or Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid proposal for a construction contract? Yes No

If so, on a separate attachment, state the following: (i) the name, address, telephone number and contact person for each claimant; (ii) the date upon which each such demand or claim was made; and (iii) the disposition of each such demand or claim.

6. Accuracy and Authority

The undersigned is duly authorized to execute this Certificate of Qualifications under penalty of perjury on behalf of the Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Certificate of Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Certificate of Qualifications.

The undersigned certifies that the responses to this Certificate of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The undersigned acknowledges the Instructions for Bidders provides that the Bid Proposal submitted concurrently with this Certificate of Qualifications is subject to rejection for non-responsiveness if any of the responses herein contain misstatements or misrepresentations of material fact, are incomplete or inaccurate or omit material facts or information rendering the response to be incomplete, inaccurate, false or misleading.

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

Executed this__ day of _____, 2020 at _____
(City and State)

(Signature)

(Typed or written name)

**CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR(S)
DIVISION OF INDUSTRIAL RELATIONS REGISTRATION**

PROJECT: Asphalt Repair/Seal Project at Muscatel M.S.

Pursuant to California Labor Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial Relations in order to bid on, or to be listed in a bid proposal, or to engage in the performance of any defined public work contract. The District shall note in its invitation to bid the DIR's registration requirement for all contractors and subcontractors.

_____ certify that
(Name) (Title)

_____ is currently registered as a contractor with the Department
(Contractor Company Name)

of Industrial Relations (DIR):

Contractor's DIR Registration Number _____

Expiration date _____

Contractor further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
3. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening in accordance with Public Contract Code Section 4104(a)(3).
4. Contractor shall substitute any subcontractor with a DIR registered subcontractor if listed subcontractor is unable to perform the work. Substitution shall also be subject to the provisions of Public Contract Code 4107 et. Seq.

Contractor's failure to comply with California Labor Code Section 1725.5 and the above stated requirements may result in a determination of non-responsiveness.

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

Contractor Signature

Date

ROSEMEAD SCHOOL DISTRICT

**CERTIFICATION OF PREVAILING WAGES AND
RELATED LABOR REQUIREMENTS**

PROJECT: Asphalt Repair/Seal Project at Muscatel M.S.

CONTRACTOR: _____
(company name)

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

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

Date: _____

Company Name: _____

Contractor Signature: _____

Printed Name: _____

Title: _____

BID BOND

PROJECT: Asphalt Repair/Seal Project at Muscatel M.S.

KNOW ALL MEN BY THESE PRESENT that we, _____
_____ as Surety and _____, as
Principal, are jointly and severally, along with their respective heirs, executors, administrators,
successors and assigns, held and firmly bound unto **ROSEMEAD SCHOOL DISTRICT**,
hereinafter "the Obligee," for payment of the penal sum hereof in lawful money of the United
States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee
for the Work commonly described as the **Asphalt Repair/Seal Project at Muscatel M.S.**

WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee
in the penal sum of **TEN percent 10%** of the maximum amount of the Bid Proposal submitted by
the Principal to the Obligee, as set forth above.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period
specified therein after the opening of the same, or, if no period be specified, for ninety (90) days
after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within
the period specified therefor, or if no period be specified, within five (5) days after the prescribed
forms are presented to him for signature, enter into a written contract with the Obligee, in
accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient
surety or sureties, as may be required, for the faithful performance and proper fulfillment of such
Contract and for the payment for labor and materials used for the performance of the Contract, or
in the event of the withdrawal of said Bid Proposal within the period specified for the holding open
of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds
within the time specified, if the Principal shall pay the Obligee the difference between the amount
specified in said Bid Proposal and the amount for which the Obligee may procure the required
Work and/or supplies, if the latter amount be in excess of the former, together with all costs
incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no
effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Contract or the Notice to Contractors Calling for Bids, the
Work to be performed thereunder, the Drawings or the Specifications accompanying the same,
or any other portion of the Contract Documents shall in no way affect its obligations 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, the Notice to Contractors Calling for Bids, the Work, the Drawings
or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety
shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection
therewith, including without limitation, attorney's fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agents or representatives.

(Principal's Corporate Seal)

_____ (Principal Name)

By: _____

_____ (Typed or Printed Name)

Title:

(Surety's Corporate Seal)

_____ (Surety Name)

By: _____
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

_____ (Typed or Printed Name)

_____ (Area Code and Telephone Number of Surety)

Contact name, address, telephone number and email address for notices to the Surety

_____ (Contact Name)

_____ (Address)

_____ (Telephone)

_____ (Email address)

[END]

BID PROPOSAL

TO: **ROSEMEAD SCHOOL DISTRICT**, a California School District, acting by and through its Board of Education ("District"), 3907 Rosemead Blvd, Rosemead, CA 91770.

FROM:

_____ (Name of Bidder)
_____ (Address)
_____ (City, State, Zip Code)
_____ (Telephone/rele-copier)
_____ (E-Mail Address)
_____ (Name(s) of Bidder's Authorized Representative(s))

1. Bid Proposal

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform the Contract and complete in a workmanlike manner all of the Work of the Project known as **Asphalt Repair/Seal Project at Muscatel M.S.**

For the sum of _____: Dollars
(in words)
(\$_____).

The Bidder confirms that said Bid Proposal Amount is the total price for the Work shown in the Construction Drawings and Specifications issued by the Rosemead School District. The Bidder also confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees, or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2 Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of all items or other matters contained in Bid Addenda issued by or on behalf of the District. The Bidder acknowledges that it has received and incorporated into this Bid Proposal the following Bid Addenda: Nos. _____

1.3 Certification re Contract Price. The undersigned Bidder certifies that it has read Article 9.4.1.3 of the General Conditions re Adjustments to Contract Price in its entirety, and is fully aware of its contents, and has communicated its contents to Bidders' personnel who would be responsible for the Bidder's compliance with Article 9.4.1.3 if the Bidder is awarded a contract for the Work.

1.4 Alternate Bid Items. (Not Used)

2. Documents Accompanying Bid. The Bidder has submitted with this Bid Proposal, the following: (a) Bid Security; (b) Subcontractors List; (c) Non-Collusion Declaration, (d) Certificate of Qualifications, as applicable to contractors who are not already prequalified, (e) Certification of Contractor and Subcontractor(s) Division of Industrial Relations Registration, and (f) Certification of Prevailing Wage & Related Labor Requirements. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Notice to Contractors Calling for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as nonresponsive.

3. Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract for Labor and Materials in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Material Payment Bond; (d) the Certificate of Workers' Compensation Insurance; (e) the Drug-Free Workplace Certificate; and (f) the Fingerprint Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced responsive Bid Proposal, or to reject all Bid Proposals.

4. Contractor's License. The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code § 7000 et seq., under the following classification(s) _____ bearing License Number(s) _____, with expiration date(s) of _____. The Bidder certifies that: (a) it is duly licensed, in the necessary class(s), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

5. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

AGREEMENT

PROJECT: Asphalt Repair/Seal Project at Muscatel M.S.

THIS AGREEMENT is made this ___th day of May, 2020 in the City of Rosemead, County of Los Angeles, State of California, by and between **ROSEMEAD SCHOOL DISTRICT**, a California School District ("District") and _____ (Contractor").

WITNESSETH, that, in consideration of the mutual covenants contained herein, the District and the Contractor agree as follows:

- 1. The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, abatement, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as the Project. The Contractor shall complete all Work of the Contract Documents, including the Drawings and Specifications prepared by the District and other Contract Documents listed below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.
- 2. Contract Time.** The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Final Completion of the Work within the Contract Time set forth in the Contract Documents.
- 3. Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete, and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of _____ **Dollars** (\$ _____). The Contract Price is based upon the Contractor's **Bid Proposal Amount** and the following Alternate Bid Items, if any: None. The District's payment of the Contract Price shall be in accordance with the Contract Documents.
- 4. Liquidated Damages.** If the Contractor fails to achieve Final Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.
- 5. Limitation on Damages.** In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by said breach or default of the District and shall exclude any and all special or consequential damages, if any, suffered by the Contractor. By executing this Agreement, the Contractor expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Contractor expressly waives any right to, and foregoes, the recovery of any special or consequential damages from the District including, without limitation, damages for: i) lost or impaired bonding capacity; and/or, ii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project which is the subject of the Contract Documents.

-
6. **The Contract Documents.** The documents constituting the Contract Documents are the following, each of which is a Contract Document:

Notice to Contractors Calling for Bids
Instructions for Bidders
Bid Proposal
Subcontractors List
Non-Collusion Declaration
Bid Bond
Certification of Contractor and Subcontractor(s) DIR Registration Form
Certification of Prevailing Wage & Related Labor Requirements Form
Bid Addendum No(s).
Agreement
Performance Bond
Labor and Materials Payment Bond
Drug-Free Workplace Certificate
Fingerprint Certification
Workers Compensation Insurance Certificate
General Conditions
Special Conditions
Guarantee
Release of Claims by Contractor
Scope of Work
Specifications
Drawings

7. **Acknowledgment and Confirmation.** Contractor acknowledges its receipt, review, and understanding of the Drawings, the Specifications, and other Contract Documents pertaining to the Work. Contractor certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing, and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. Contractor certifies that it has, or has available, all necessary equipment, personnel, materials, facilities, and technical and financial ability to complete the Work for the Contract Price within the Contract Time and in accordance with the Contract Documents.
8. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every provision of the Contract Documents.
9. **Entire Agreement.** No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except pursuant to an agreement in writing executed by the District and the Contractor, and duly approved or ratified by the District's Board of Education.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR,

**CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600,
SACRAMENTO, CALIFORNIA 95826**

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

ROSEMEAD SCHOOL DISTRICT

CONTRACTOR COMPANY NAME

By: _____

Harold Sullins

Title: Assistant Superintendent
Administrative Services

By-----

Title:.....

PERFORMANCE BOND

PROJECT: Asphalt Repair/Seal Project at Muscatel M.S.

KNOW ALL MEN BY THESE PRESENT that we, _____, as Principal, and _____ as Surety, are held and firmly bound unto **ROSEMEAD SCHOOL DISTRICT** hereinafter "the Obligee," in the penal sum of Dollars (\$) _____, in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Education has awarded to the Principal a Contract for the Work of the Project listed above.

WHEREAS, the Principal, has entered into an agreement with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder; Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("the Notice of Election"); provided, however, that the procedure by which the Surety undertakes

to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety shall fail to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorney's fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ___ day of _____, 20__ by their duly authorized agent or representative.

(Principal's Corporate Seal)

(Principal Name)

By: _____

(Typed or Printed Name)

Title: _____

(Surety's Corporate Seal)

(Surety Name)

By: _____

(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name)

(Area Code and Telephone Number of Surety)

**Contact name, address, telephone number and
email address for notices to the Surety**

(Contact Name)

(Address)

(Telephone)

(Email address)

PAYMENT BOND

PROJECT: Asphalt Repair/Seal Project at Muscatel M.S.

KNOW ALL MEN BY THESE PRESENT that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto **ROSEMEAD SCHOOL DISTRICT** hereinafter "the Obligee", in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Education has awarded to the Principal a Contract for the Work of the Project described above.

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §3181, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorney's fees pursuant to California Civil Code §3250.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 2012 by their duly authorized agent or representative.

(Principal's Corporate Seal)

_____ (Principal Name)

By: _____
(Signature)

_____ (Type or Print Name)

Title: _____

(Surety's Corporate Seal)

_____ (Surety Name)

By: _____
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

_____ (Type or Print Name of Attorney-in-Fact)

_____ (Area Code and Telephone Number of Surety)

Contact name, address, telephone number and email address for notices to the Surety

_____ (Contact Name)

_____ (Address)

_____ (Telephone)

_____ (Email address)

WORKERS' COMPENSATION CERTIFICATE

PROJECT: Asphalt Repair/Seal Project at Muscatel M.S.

I, _____ the _____ of _____
(Name) (Title) (Contractor Name)
declare, state and certify that:

1. I am aware that California Labor Code §3700(a) and (b) provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

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

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)

DRUG-FREE WORKPLACE CERTIFICATE

PROJECT: Asphalt Repair/Seal Project at Muscatel M.S.

I, _____, am the _____ of
(Print Name) (Title)

_____. I declare, state and certify to all of the following:
(Contractor Name)

1. I am aware of the provisions and requirements of California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Contractor's policy of maintaining a drug-free workplace;
 - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code § 8355 by, *inter alia*, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code § 8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing

to carry out and to implement the requirements of California Government Code §§ 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§ 8350, et seq.

5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§ 8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at _____ this ____ day of _____, 20__.
(City and State)

(Signature)

(Handwritten or Typed Name)

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

BID #19/20-0002 RSD-LANDSCAPING PROJECT AT ENCINITA E.S.

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____ 20__ by and between ROSEMEAD SCHOOL DISTRICT ("District") and _____ ("Contractor"), Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

Date

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the **ROSEMEAD SCHOOL DISTRICT** ("District") has determined that _____ ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated _____, 20__ by and between the District and Contractor ("Contract") because:

- The Contractor's employees will have limited contact with District students during the course of the Contract;
- Emergency or exceptional circumstances exist; or
- With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:
_____.

School District Official

Date



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GENERAL CONDITIONS

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- 1.1 District.** The "District" refers to **ROSEMEAD SCHOOL DISTRICT** and unless otherwise stated, includes the District's authorized representatives, including the Construction Manager, if a Construction Manager is designated, the District's Board of Education and the District's officers, employees, agents and representatives.
- 1.2 Contractor.** The Contractor is the person or entity identified as such in the Agreement; references to "Contractor" include the Contractor's authorized representative.
- 1.3 Architect.** The Architect is the person or entity identified as such in the Agreement; references to the "Architect" includes the Architect's authorized representative.
- 1.4 The Work.** The "Work" is the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment or services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract Documents. The Work may constitute the whole or a part of the Project.
- 1.5 The Project.** The Project is all of the Work to be performed by the Contractor under the Contract Documents, together with construction and/or services provided by the District or by separate contractors to the District.
- 1.6 Surety.** The Surety is the person or entity that executes, as surety, the Contractor's Labor and Material Payment Bond and/or Performance Bond.
- 1.7 Subcontractors; Sub-Subcontractors.** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. "Subcontractor" does not include a separate contractor to the District or subcontractors of any separate contractor. A Sub-Subcontractor is a person or entity of any tier, who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site.
- 1.8 Material Supplier.** A Material Supplier is any person or entity who only furnishes materials, equipment or supplies for the Work without fabricating, installing or consuming them in the Work.
- 1.9 Drawings and Specifications.** The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing generally, the design, location and dimensions of the Work and may include without limitation, plans, elevations, sections, details, schedules or diagrams. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services. The Drawings and Specifications are intended to delineate and describe the Work and its component parts so as to permit skilled and competent contractors to bid upon the Work and prosecute the same to completion. Large scale Drawings shall take precedence over smaller scale Drawings as to shape and details of construction. Figured dimensions on Drawings shall govern, but Work which is not

dimensioned shall be as directed or required by field conditions. Specifications shall govern as to materials, workmanship and installation procedures.

1.10 Special Conditions; Supplemental Conditions. If made a part of the Contract Documents, Special Conditions and Supplemental Conditions are special or supplemental provisions, not otherwise provided for in the Agreement or the General Conditions.

1.11 Contract Documents. The Contract Documents consist of the Agreement between the District and the Contractor, Conditions of the Contract (whether General, Special, Supplemental or otherwise), Drawings, Specifications, including addenda thereto issued prior to execution of the Agreement and any other documents listed in the Agreement. The Contract Documents shall include modifications issued after execution of the Agreement. The Contract Documents form the Contract for Construction.

1.12 Intent and Correlation of Contract Documents.

1.12.1 Work of the Contract Documents. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. Organization of the Specifications into divisions, sections or 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. Where any portion of the Contract Documents is silent and information appears elsewhere in the Contract Documents, such other portions of the Contract Documents shall control.

1.12.2 Technical Terms. Unless otherwise stated in the Contract Documents, words or terms which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.12.3 Conflict in Contract Documents. Conflicts, inconsistencies or ambiguities in the Contract Documents shall be resolved by the Architect in accordance with Article 3.1.9 of the General Conditions; where conflicts or inconsistencies arise between the Drawings and the Specifications, in resolving such conflicts or inconsistencies, the Architect will be governed generally by the following standards: the Drawings are intended to describe matters relating to placement, type, quantity and the like; the Specifications are intended to describe matters relating to quality, materials, compositions, manufacturers and the like. If conflicts exist between portions of the Contract Documents regarding the quality of any item, product, equipment or materials, unless otherwise directed or authorized by the District, the Contractor shall provide the item, product, equipment or material of the highest or more stringent quality.

1.13 Shop Drawings; Samples; Product Data ("Submittals"). Shop Drawings are diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-Subcontractor, manufacturer, Material Supplier, or distributor to illustrate some portion of the Work. Samples are physical examples of materials,

equipment or workmanship forming a part of, or to be incorporated into the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. Shop Drawings, Samples and Product Data prepared or furnished by the Contractor or any of its Subcontractors or Material Suppliers are collectively referred to as "Submittals".

1.14 Division of State Architect ("DSA"). The DSA is the California Division of the State Architect including without limitation the DSA's Office of Construction Services, Office of Design Services and the Office of Regulatory Services; references to the DSA in the Contract Documents shall mean the DSA, its offices and its authorized employees and agents. The authority of the DSA over the Work and the performance thereof shall be as set forth in the Contract Documents and Title 24 of the California Code of Regulations.

1.15 Project Inspector. The Project Inspector is the individual designated and employed by the District in accordance with the requirements of Title 24 of the California Code of Regulations. The Project Inspector shall be authorized to act on behalf of the District as provided for in the Contract Documents and in Title 24 of the California Code of Regulations, as the same may be amended from time to time.

1.16 Contract Document Terms. The term "provide" means "provide complete in place" or to "furnish and install" such item. Unless otherwise provided in the Contract Documents, the terms "approved;" "directed;" "satisfactory;" "accepted;" "acceptable;" "proper;" "required;" "necessary" and "equal" shall mean as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the Architect. The term "typical" as used in the Drawings shall require the installation or furnishing of such item(s) of the Work designated as "typical" in all other areas similarly marked as "typical"; Work in such other areas shall conform to that shown as "typical" or as reasonably inferable therefrom.

1.17 Contractor's Superintendent. The Contractor's Superintendent is the individual employed by the Contractor whose principal responsibility shall be the supervision and coordination of the Work; the Contractor's Superintendent shall not perform routine construction labor.

1.18 Record Drawings. The Record Drawings are a set of the Drawings marked by the Contractor during the performance of the Work to indicate completely and accurately the actual as-built condition of the Work. The Record Drawings shall be sufficient for a capable and qualified draftsman to modify the Drawings to reflect and indicate the Work actually in place at Final Completion of the Work.

1.19 Construction Manager. A Construction Manager is an independent contractor retained by the District and is authorized and empowered to act on behalf of the District as set forth in the Contract Documents. The District reserves the right to remove or replace a Construction Manager prior to completion of the Work without adjustment of the Contract Price or the Contract Time or otherwise affect, limit or restrict Contractor's obligations hereunder. If a Construction Manager shall be employed by the District for the Work, such Construction Manager is identified in the Special Conditions.

1.20 Construction Equipment. "Construction Equipment" is equipment utilized for the performance of any portion of the Work, but which is not incorporated into the Work.

1.21 Site. The Site is the physical area designated in the Contract Documents for Contractor's performance, construction and installation of the Work.

1.22 Field Clarifications. A written or graphic document consisting of supplementary details, instructions or information issued on behalf of the District which clarifies or supplements the Contract Documents, and which becomes a part of the Contract Documents upon issuance. Field Clarifications do not constitute an adjustment of the Contract Time or the Contract Price, unless a Change Order relating to a Field Clarification is authorized and issued under the Contract Documents.

1.23 Defective or Non-Conforming Work. Defective or non-conforming Work is any Work which is unsatisfactory, faulty or deficient by: (a) not conforming to the requirements of the Contract Documents; (b) not conforming to the standards of workmanship of the applicable trade or industry; (c) not being in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (d) damage occurring prior to Final Completion of all of the Work.

1.24 Delivery. The term "delivery" used in conjunction with any equipment, materials or other items to be incorporated into the Work shall mean the unloading and storage in a protected condition pending incorporation into the Work.

1.25 Notice to Proceed. The Notice to Proceed is the written notice issued by or on behalf of the District to the Contractor authorizing the Contractor to proceed with commencement of the Work and which establishes the date for commencement of the Contract Time.

1.26 Progress Reports; Verified Reports. Progress Reports, if required, are written reports prepared by the Contractor and periodically submitted to the District in the form and content as required by the Contract Documents. Verified Reports are periodic written reports prepared by the Contractor and submitted to the DSA; Verified Reports shall be in such form and content as required by the applicable provisions of Title 24 of the California Code of Regulations. A material obligation of the Contractor is the preparation of complete and accurate Progress Reports, if required, and Verified Reports as well as the timely submission of the same.

1.27 Compliance Monitoring Unit ("CMU"). The Department of Industrial Relations ("DIR") Compliance Monitoring Unit ("CMU") within the Division of Labor Standards Enforcement ("DLSE") is tasked with performing the requisite compliance monitoring and enforcement responsibilities prescribed by Labor Code Section 1771.55 and all applicable laws and regulations.

ARTICLE 2: DISTRICT

2.1 Information Required of District.

2.1.1 Surveys; Site Information. Information, if any, concerning physical characteristics of the Site, including without limitation, surveys, soils reports, and utility locations, to be provided by the District are set forth in the Contract Documents. Information not provided by the District or necessary information in addition to that provided by the District concerning physical characteristics of the Site which is required shall be obtained by Contractor without adjustment to the

Contract Price or the Contract Time.

2.1.2 Permits; Fees. Except as otherwise provided in the Contract Documents, the District shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities which relate to the Work of the Contractor under the Contract Documents. If permits and fees are designated as the responsibility of the Contractor under the Contract Documents, the Contractor shall be solely responsible for obtaining the same; the cost of such permits or fees and any costs incurred by the Contractor in obtaining such permits shall be included within the Contract Price.

2.1.3 Drawings and Specifications. Except as otherwise provided for in the Contract Documents, the District shall furnish the Contractor, free of charge, the number of copies of the Drawings and the Specifications as set forth in the Special Conditions. All of the Drawings and the Specifications provided by the District to the Contractor remain the property of the District; the Contractor shall not use the Drawings or the Specifications in connection with any other work of improvement other than the Work of the Project.

2.1.4 Furnishing of Information. Information or services to be provided by the District under the Contract Documents shall be furnished by the District with reasonable promptness to avoid delay in the orderly progress of the Work. Information about existing conditions furnished by the District under the Contract Documents is obtained from sources believed to be reliable, but the District neither guarantees or warrants that such information is complete and accurate. The Contractor shall verify all information provided by the District. To the extent that the Contract Documents depict existing conditions on or about the Site, or the Work involves the renovation, removal or remodeling of existing improvements, or the Work involves any tie-in or other connection with any existing improvements, the conditions and/or existing improvements depicted in the Contract Documents are as they are believed to exist. Contractor shall bear the responsibility of any variations between conditions or existing improvements depicted in the Contract Documents and those conditions or existing improvements actually encountered in the performance of the Work. Subject to the provisions of Article 4.2.3, the existence of any variations between conditions or existing improvements depicted in the Contract Documents and those actually encountered in the performance of the Work shall not result in any District liability therefor, nor shall any such variations result in an adjustment of the Contract Time or the Contract Price.

2.2 District's Right to Stop the Work. In addition to the District's right to suspend the Work or terminate the Contract pursuant to the Contract Documents, the District, may, by written order, direct the Contractor to stop the Work, or any portion thereof, until the cause for such stop work order has been eliminated if the Contractor: (i) fails to correct Work which is not in conformity and in accordance with the requirements of the Contract Documents, or (ii) otherwise fails to carry out the Work in conformity and accordance with the Contract Documents. The right of the District to stop the Work hereunder shall not be deemed a duty on the part of the District to exercise such right for the benefit of the Contractor or any other person or entity, nor shall the District's exercise of such right waive or limit the exercise of any other right or remedy of the District under the Contract Documents or at law or in equity.

2.3 Partial Occupancy or Use.

2.3.1 District's Right to Partial Occupancy. The District may occupy or use any completed or partially completed portion of the Work, provided that: (i) the District has obtained the consent of, or is otherwise authorized by, public authorities with jurisdiction thereof, to so occupy or use such portion of the Work and (ii) the District and the Contractor have accepted, in writing, the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, utilities, damage to the Work, insurance and the period for correction of the Work and commencement of warranties required by the Contract Documents for such portion of the Work partially used or occupied by the District. If the Contractor and the District are unable to agree upon the matters set forth in (ii) above, the District may nevertheless use or occupy any portion of the Work, with the responsibility for such matters subject to resolution in accordance with the Contract Documents. Immediately prior to such partial occupancy or use of the Work, or portions thereof, the District, the Project Inspector, the Contractor and the Architect shall jointly inspect the portions of the Work to be occupied or to be used to determine and record the condition of the Work. Repairs, replacements or other corrective action noted in such inspection shall be promptly performed and completed by the Contractor so that the portion of the Work to be occupied or used by the District is in conformity with the requirements of the Contract Documents and the District's occupancy or use thereof is not impaired. The District's use or occupancy of the Work or portions thereof pursuant to the preceding shall not be deemed "completion" of the Work as that term is used in Public Contract Code §7107.

2.3.2 No Acceptance of Defective or Nonconforming Work. Unless otherwise expressly agreed upon by the District and the Contractor, the District's partial occupancy or use of the Work or any portion thereof, shall not constitute the District's acceptance of the Work not complying with the requirements of the Contract Documents or which is otherwise defective.

2.4 The Project Inspector. In addition to the authority and rights of the Project Inspector as provided for elsewhere in the Contract Documents, all of the Work shall be performed under the observation of the Project Inspector. The Project Inspector shall have access to all parts of the Work at any time, wherever located and whether partially or completely fabricated, manufactured, furnished or installed. The performance of the duties of the Project Inspector under the Contract Documents shall not relieve or limit the Contractor's performance of its obligations under the Contract Documents. If, during the course of the Work, the Project Inspector issues any notice of nonconforming conditions in the Work in place or in progress, the Contractor shall immediately thereafter commence and diligently complete, without adjustment to the Contract Time or the Contract Price, repairs, replacement or other corrections of such nonconforming conditions. The District may, at the District's sole and exclusive discretion, withhold any portion of the Contract Price then or thereafter due the Contractor in an amount reasonably reflecting the anticipated costs to complete repairs, replacement or other corrections to Work determined by the Project Inspector not be to in conformity with the Contract Documents.

ARTICLE 3: ARCHITECT; CONSTRUCTION MANAGER

3.1 Administration of the Contract.

3.1.1 Role of the Architect and Construction Manager. The Architect and the Construction Manager will provide administration of the Contract as described in the Contract Documents, and will be the District's representatives during construction until the time that Final Payment is due the Contractor under the Contract Documents. The Architect and Construction Manager will advise and consult with the District and the Project Inspector with respect to the administration of the Contract and the Work. The Architect is authorized to act on behalf of the District to the extent provided for in the Contract Documents; and shall have the responsibilities and powers established by law, including Title 24 of the California Code of Regulations. The Architect and Construction Manager are authorized to stop the Work whenever deemed necessary in the sole discretion of the Architect or the Construction Manager to insure that the Work is completed in accordance with the Contract Documents.

3.1.2 Architect's Periodic Site Inspections. The Architect will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. The Architect will not be required to make exhaustive or continuous Site inspections to check quality or quantity of the Work. On the basis of Site observations as an architect, the Architect will keep the District informed of the progress of the Work, and will endeavor to guard the District against defects and deficiencies in the Work.

3.1.3 Contractor Responsibility for Construction Means, Methods and Sequences. Neither the Architect or the Construction Manager will have control over or charge of and be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, these being solely the Contractor's responsibility. Neither the Architect or Construction Manager will have control over or charge of and be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

3.1.4 Review of Applications for Payment. In accordance with Article 8 hereof, the Architect and Construction Manager will review the Contractor's Applications for Progress Payments and for Final Payment, evaluate the extent of Work performed and the amount properly due the Contractor on such Application for Payment.

3.1.5 Rejection of Work. The Architect is authorized to reject Work which is defective or does not conform to the requirements of the Contract Documents. If, during the course of the Work, the Architect notifies the Contractor of any nonconforming conditions in the Work in place or in progress, the Contractor shall immediately thereafter commence and diligently complete, without adjustment to the Contract Time or the Contract Price, repairs, replacement or other corrections of such nonconforming conditions. The District may, at the District sole and exclusive discretion, withhold any portion of the Contract Price then or thereafter due the Contractor in an amount reasonably reflecting the anticipated costs to complete repairs, replacement or other corrections to the Work determined by the Architect not to be in conformity with the Contract Documents. Whenever the Architect considers it necessary or advisable, for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspections or testing of the Work, whether

or not such Work is fabricated, installed or completed.

3.1.6 Submittals.

3.1.6.1 Processing of Submittals Through Construction Manager. Submittals required by the Contract Documents shall be prepared by or on behalf of the Contractor in accordance with the requirements of the Contract Documents. Submittals shall be transmitted by the Contractor to the Construction Manager for distribution by the Construction Manager to the Architect and the District. Upon completion of the Architect's review of a Submittal, the Construction Manager shall transmit the reviewed Submittal to the Contractor for the Contractor's distribution to its Subcontractor(s) and other affected parties. If no Construction Manager is designated in the Special Conditions, Submittals shall be transmitted by the Contractor to the Architect.

3.1.6.2 Architect's Review. The Architect will review and approve or take other appropriate action upon the Contractor's Submittals, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's Submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect's review of Submittals shall not constitute approval of safety measures, programs or precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item in a Submittal shall not indicate approval of an assembly of which the item is a component unless the Submittal(s) required and relating to such assembly have been reviewed by the Architect.

3.1.6.3 Time for Architect's Review. The Architect's review of Submittals will be conducted promptly so as not to delay or hinder the progress of the Work or the activities of the Contractor, the District or the District's separate contractors while allowing sufficient time, in the Architect's reasonable professional judgment, to permit adequate review of Submittals. The foregoing notwithstanding, the Architect's review and return of Submittals will conform with the time limits and other conditions, if any, set forth in the Specifications or the Submittal Schedule if the Submittal Schedule is required by other provisions of the Contract Documents.

3.1.7 Changes to the Work; Change Orders. The Architect and Construction Manager will prepare Change Orders, and with the written approval of the Construction Manager, may authorize minor Changes in the Work which do not result in adjustment of the Contract Time or the Contract Price.

3.1.8 Completion. The Architect and Project Inspector will conduct observations to determine the date(s) of Substantial Completion and the date(s) of Final Completion. The Architect will receive from the Contractor and forward to the District, for the

District's review and records, written warranties and related documents or other materials required by the Contract Documents upon closeout of the Work and which are assembled by the Contractor. The Architect and Project Inspector will verify that the Contractor has complied with all requirements of the Contract Documents and as a condition to Final Payment.

3.1.9 Interpretation of Contract Documents; Architect as Initial Arbiter of Disputes. The Architect will interpret and decide matters concerning the requirements of the Contract Documents on written request of either the District or the Contractor. The Architect's response to such requests will be made with reasonable promptness and within the time limits agreed upon. If no agreement is reached establishing the time for the Architect's review and response to requests under this Article 3.1.9, the Architect shall be afforded a fifteen (15) day period after receipt of such request to review and respond thereto. Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both the District and the Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith. The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. If there is any disagreement, dispute or other matter in controversy between the District and the Contractor, in addition to other requirements established by the Contract Documents or by law, the submission of the same to the Architect for its decision shall be a condition precedent to initiation of dispute resolution procedures.

3.1.10 Request for Information. If the Contractor encounters any condition which the Contractor believes, in good faith and with reasonable basis, is the result of an ambiguity, conflict, error or omission in the Contract Documents (collectively "the Conditions"), it shall be affirmative obligation of the Contractor to timely notify the Architect, in writing, of the Conditions encountered and to request information from the Architect necessary to address and resolve any such Conditions before proceeding with any portion of the Work affected or which may be affected by such Conditions. If the Contractor fails to timely notify the Architect in writing of any Conditions encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price. In requesting information of the Architect to address and resolve any Conditions the Contractor shall act with promptness in submitting any such written request so as to allow the Architect a reasonable period of time to review, evaluate and respond to any such request, taking into account the then current status of the progress and completion of the Work and the actual or potential impact of any such Conditions upon the completion of the Work within the Contract Time. The Contract Time shall not be subject to adjustment in the event that the Contractor shall fail to timely request information from the Architect. The Architect's responses to any such Contractor request for information shall conform with the standards and time frame set forth in Article 3.1.9 of these General Conditions. The foregoing provisions notwithstanding, in the event that the Architect reasonably determines that any of Contractor's request(s) for information: (i) does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; or (ii) does not

reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract Documents; or (iii) is not justified for any other reason, Contractor shall be liable to the District for all costs incurred by the District associated with the processing, reviewing, evaluating and responding to any such request for information, including without limitation, fees of the Architect and any other design consultant to the Architect or the District. In responding to any of Contractor's request(s) for information, the Architect shall, in the response, indicate if the Architect has made the determination pursuant to the preceding sentence and, if so, the amount of costs to be borne by the Contractor for the processing, review, evaluation and response to the request for information. Thereafter, the District is authorized to deduct such amount from any portion of the Contract Price then or thereafter due the Contractor.

3.2 Communications; Role of Construction Manager and Architect. If a Construction Manager is designated in the Special Conditions, all communications regarding the Work, the performance thereof or the Contract Documents shall be in writing; verbal communications shall be reduced to writing. Communications between the Contractor and the District or the Architect shall be through the Construction Manager. Communications between separate contractors, if any, shall be through the Construction Manager. All written communications between the Contractor and any Subcontractor, Material Supplier or others directly or indirectly engaged by the Contractor to perform or provide any portion of the Work shall be available to the District, the Construction Manager and the Architect for review, inspection and reproduction as may be requested from time to time. Failure or refusal of the Contractor to permit the District, the Construction Manager or Architect to review, inspect or reproduce such written communications may be deemed a default of Contractor hereunder.

3.3 Termination of Architect or Construction Manager; Substitute Architect or Construction Manager. In case of termination of employment of the Architect or the Construction Manager, the District shall appoint a substitute architect or substitute construction manager whose status under the Contract Documents shall be that of the Architect or the Construction Manager, as applicable.

ARTICLE 4: THE CONTRACTOR

4.1 Contractor Review of Contract Documents.

4.1.1 Examination of Contract Documents. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the District pursuant to the Contract Documents and shall at once report to the Architect any errors, inconsistencies or omissions discovered. If the Contractor performs any Work knowing, or with reasonable diligence should have known that, it involves an error, inconsistency or omission in the Contract Documents without prior notice to the Architect of the same, the Contractor shall assume full responsibility for such performance and shall bear all attributable costs for correction of the same.

4.1.2 Field Measurements. Prior to commencement of the Work, or portions thereof, the Contractor shall take field measurements and verify field conditions at the Site and shall carefully compare such field measurements and conditions and other information known to the Contractor with information provided in the Contract

Documents. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once.

4.1.3 Dimensions; Layouts and Field Engineering. Unless otherwise expressly provided, dimensions indicated in the Drawings are intended for reference only. The Drawings are intended to be diagrammatic and schematic in nature; the Contractor shall be solely responsible for coordinating the Work of the Contract Documents. All field engineering required for laying out the Work and establishing grades for earthwork operations shall be by the Contractor at its expense. Any field engineering or other engineering to be provided or performed by the Contractor under the Contract Documents and required or necessary for the proper execution or installation of the Work shall be provided and performed by the an engineer duly registered under the laws of the State of California in the engineering discipline for such portion of the Work. Upon commencement of any item of the Work, the Contractor is responsible for dimensions of such item of Work and related Work; without adjustment of the Contract Time or Contract Price, the Contractor is responsible for making component parts of the Work fit together properly.

4.1.4 Work in Accordance With Contract Documents. The Contractor shall perform all of the Work in strict conformity with the Contract Documents and approved Submittals.

4.2 Site Investigation; Subsurface Conditipns.

4.2.1 Contractor Investigation. The Contractor shall be responsible for, and by executing the Agreement acknowledges, that it has carefully examined the Site and has taken all steps it deems reasonably necessary to ascertain all conditions which may affect the Work, or the cost thereof, including, without limitation, conditions bearing upon transportation, disposal, handling or storage of materials; availability of labor and materials; access to the Site; and the physical conditions and the character of equipment, materials, labor and services necessary to perform the Work. Any failure of the Contractor to do so will not relieve it from the responsibility for fully and completely performing all Work without adjustment to the Contract Price or the Contract Time. The District assumes no responsibility to the Contractor for any understandings or representations concerning conditions or characteristics of the Site, or the Work, made by any of its officers, employees or agents prior to the execution of the Agreement, unless such understandings or representations are expressly set forth in the Agreement.

4.2.2 Subsurface Data. By executing the Agreement, the Contractor acknowledges that it has examined the boring data and other subsurface data available and satisfied itself as to the character, quality and quantity of surface and subsurface materials, including without limitation, obstacles which may be encountered in performance of the Work, insofar as this information is reasonably ascertainable from an inspection of the Site, review of available subsurface data and analysis of information furnished by the District under the Contract Documents. Subsurface data or other soils investigation report provided by the District hereunder are not a part of the Contract Documents. Information contained in such data or report regarding subsurface conditions, elevations of existing grades, or below grade elevations are approximate only and is neither guaranteed or warranted by the District to be complete and accurate. The Contractor shall examine all boring and

other subsurface data to make its own independent interpretation of the subsurface conditions and acknowledges that its bid is based upon its own opinion of the conditions which may be encountered.

4.2.3 Subsurface Conditions. If the Work under the Contract Documents involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify the Project Inspector, in writing, of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I or Class II or Class 111 disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Contract Documents. If upon notice to the District of the conditions described above and upon the District's investigation thereof, the District determines that the conditions so materially differ or involve such hazardous materials which require an adjustment to the Contract Price or the Contract Time, the District shall issue a Change Order in accordance with Article 9 hereof. In accordance with California Public Contract Code §7104, any dispute arising between the Contractor and the District as to any of the conditions listed in (i), (ii) or (iii) above, shall not excuse the Contractor from the completion of the Work within the Contract Time and the Contractor shall proceed with all Work to be performed under the Contract Documents. The District reserves the right to terminate the Contract pursuant to Article 15.2 hereof should the District determine not to proceed because of any condition described in (i), (ii) or (iii) above.

4.3 Supervision and Construction Procedures.

4.3.1 Supervision of the Work. The Contractor shall supervise and direct performance of the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents, unless Contract Documents give other specific instructions concerning these matters. The Contractor shall be responsible for inspection of completed or partially completed portions of Work to determine that such portions are in proper condition to receive subsequent Work.

4.3.2 Responsibility for the Work. The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the Contractor. The Contractor shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager, Project Inspector or the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

4.3.3 Layouts. The Contractor is solely responsible for laying-out the Work so that construction of the Work conforms to the requirements of the Contract Documents and so that all component parts of the Work are coordinated. The Contractor shall be responsible for maintenance and preservation of benchmarks, reference points

and stakes for the Work. The cost of maintenance and preservation of benchmarks, reference points and stakes shall be included within the Contract Price. The Contractor shall be solely responsible for all loss or costs resulting from the loss, destruction, disturbance or damage of benchmarks, reference points or stakes.

4.3.4 Construction Utilities. The District will furnish and pay the costs of utility services for the Work as set forth in the Special Conditions; all other utilities necessary to complete the Work and to completely perform all of the Contractors' obligations shall be obtained by the Contractor without adjustment of the Contract Price. The Contractor shall furnish and install necessary or appropriate temporary distributions of utilities, including utilities furnished by the District. Any such temporary distributions shall be removed by the Contractor upon completion of the Work. The costs of all such utility services, including the installation and removal of temporary distributions thereof, shall be borne by the Contractor and included in the Contract Price.

4.3.5 Existing Utilities; Removal, Relocation and Protection. In accordance with California Government Code §4215, the District shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunk-line utility facilities located on the Site which are not identified in the Drawings, Specifications or other Contract Documents. Contractor shall be compensated for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Drawings, Specifications and other Contract Documents with reasonable accuracy, and for equipment on the Site necessarily idled during such work. Contractor shall not be assessed Liquidated Damages for delay in completion of the Work when such delay is caused by the failure of the District or the District of the utility to provide for removal or relocation of such utility facilities. Nothing in this Article 4.3.5 shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the Site. If the Contractor encounters utility facilities not identified by the District in the Drawings, Specifications, or other Contract Documents, the Contractor shall immediately notify, in writing, the District, the Project Inspector, the Architect, the Construction Manager and the utility owner. In the event that such utility facilities are owned by a public utility, the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

4.3.6 Conferences and Meetings. A material obligation of the Contractor under the Contract Documents is the attendance at required meetings by the Contractor's supervisory personnel for the Work and the Contractor's management personnel as required by the Contract Documents or as requested by the District. The Contractor's personnel participating in conferences and meetings relating to the Work shall be authorized to act on behalf of the Contractor and to bind the Contractor. The Contractor is solely responsible for arranging for the attendance by Subcontractors, and/or Material Suppliers at meetings and conferences relating to the Work as necessary, appropriate or as requested by the District.

4.3.6.1 Pre-Construction Conference. The Contractor's representatives (and representatives of Subcontractors as requested by the District) shall attend a

Pre-Construction Conference at such time and place as designated by the District. The Pre-Construction Conference will generally address the requirements of the Work and Contract Documents, and to establish construction procedures. Subject matters of the Pre-Construction Conference will include as appropriate: (a) administrative matters, including an overview of the respective responsibilities of the District, Architect, Construction Manager, Contractor, Subcontractor, Project Inspector and others performing any part of the Work or services relating to the Work; (b) Submittals; (c) Changes and Change Order processing; (d) employment practices, including Certified Payroll preparation and submission, prevailing wage rate responsibilities of the Contractor and Subcontractors, compliance with apprenticeship standards and other matters subject to the CMU; (e) Progress Schedule development and maintenance; (f) development of Schedule of Values and payment procedures; (g) communication procedures, including the handling of Requests for Information; (h) emergency and safety procedures; (i) Site visitor policies; (j) conduct of Contractor/Subcontractor personnel at the Site; and (k) punch-list/close-out procedures.

4.3.6.2 Progress Meetings. Progress meetings will be conducted on regular intervals (weekly unless otherwise expressly indicated elsewhere in the Contract Documents). The Contractor's representatives and representatives of Subcontractors (as requested by the District) shall attend Progress Meetings. Progress Meetings will be chaired by the Architect or Construction Manager and will generally include as agenda items: Site safety, field issues, coordination of Work, construction progress and impacts to timely completion, if any. The purposes of the Progress Meetings include: a formal and regular forum for discussion of the status and progress of the Work by all Project participants, a review of progress or resolution of previously raised issues and action items assigned to the Project participants, and reviews of the Progress Schedule and Submittals.

4.3.6.3 Special Meetings. As deemed necessary or appropriate by the District, Special Meetings will be conducted with the participation of the Contractor, Subcontractors and other Project participants as requested by the District.

4.3.6.4 Minutes of Meetings. Following conclusion of the Pre-Construction Conference, Progress Meetings and Special Meetings, the Architect or Construction Manager will prepare and distribute minutes reflecting the items addressed and actions taken at a meeting or conference. Unless the Contractor notifies the Architect and the Construction Manager in writing of objections or corrections to minutes prepared hereunder within five (5) days of the date of distribution of the minutes, the minutes as distributed shall constitute the official record of the meeting or conference. No objections or corrections of any Subcontractor or Material Supplier shall be submitted directly to the Architect or the Construction Manager; such objections or corrections shall be submitted to the Architect and the Construction Manager through the Contractor. If the Contractor timely interposes objections or notes corrections, the resolution of such matters shall be addressed at the next scheduled Progress Meeting.

4.3.7 Temporary Sanitary Facilities. At all times during Work at the Site, the Contractor shall obtain, secure, and maintain temporary sanitary facilities in

conformity with applicable law, rule or regulation. The Contractor shall maintain temporary sanitary facilities in a neat and clean manner with sufficient toilet room supplies. Personnel engaged in the Work are not permitted to use toilet facilities at the Site.

4.3.8 Noise and Dust Control.

4.3.8.1 Noise Control. The Contractor shall install noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction Equipment noise at the Site shall be limited and only as permitted by applicable law, rule or regulation. If classes are in session at any point during the progress of the Work, and, in the District's reasonable discretion, the noise from any Work disrupts or disturbs the students or faculty or the normal operation of the school, at the District's request, the Contractor shall schedule the performance of all such Work around normal school hours or make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.

4.3.8.2 Dust Control. The Contractor shall be fully and solely responsible for maintaining and up keeping all areas of the Site and adjoining areas, outdoors and indoors, free from flying debris, grinding powder, sawdust, dirt and dust as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory inconveniences to persons, particularly to students and District personnel. Additionally, the Contractor shall take specific care to avoid deposits of airborne dust or airborne elements. Such protection devices, systems or methods shall be in accordance with the regulations set forth by the EPA and OSHA, and other applicable law, rule or regulation. Additionally, the Contractor shall be the sole party responsible to regularly and routinely clean up and remove any and all deposits of dust and other elements. Damage and/or any liability derived from the Contractor's failure to comply with these requirements shall be exclusively at the cost of the Contractor, including, without limitation, any and all penalties that may be incurred for violations of applicable law, rule or regulation, and any amounts expended by the District to pay such damages shall be due and payable to the District on demand. Contractor shall replace any damages property or part thereof and professionally clean any and all items that become covered or partially covered to any degree by dust or other airborne elements. If classes are in session at any point during the progress of Work, and, in the District's reasonable discretion, flying debris, grinding powder, sawdust, dirt or dust from any Work disrupts or disturbs the students or faculty or the normal operation of the school, at the District's request, the Contractor shall schedule the performance of all such Work around normal school hours and make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.

4.3.8.3 Contractor Failure to Comply. If the Contractor fails to comply with the requirements for dust control, noise control, or any other maintenance or clean up requirement of the Contract Documents, the District, Architect, Project Inspector or Construction Manager shall notify the Contractor in writing and the

Contractor shall take immediate action. Should the Contractor fail to respond with immediate and responsive action and not later than twenty-four (24) hours from such notification, the District shall have the absolute right to proceed as it may deem necessary to remedy such matter. Any and all costs incurred by the District in connection with such actions shall be the sole responsibility of, and be borne by, the Contractor; the District may deduct such amounts from the Contract Price then or thereafter due the Contractor.

4.4 Labor and Materials.

4.4.1 Payment for Labor, Materials and Services. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, Construction Equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.

4.4.2 Employee Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor or Sub-subcontractor, and all other persons performing any part of the Work at the Site. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work and thereafter, the Contractor shall not employ nor permit the employment of such person for performance of any part of the Work without the prior written consent of the District, which consent may be withheld in the reasonable discretion of the District.

4.4.3 Contractor's Superintendent. The Contractor shall employ a competent English speaking superintendent and all necessary assistants who shall be in attendance at the Site at all times during performance of the Work. The Contractor's communications relating to the Work or the Contract Documents shall be through the Contractor's superintendent. The superintendent shall represent the Contractor and communications given to the superintendent shall be binding as if given to the Contractor. The Contractor shall remove the superintendent and/or any of his or her assistants from their positions on the Project if they are deemed, in the sole reasonable judgment of the District, to be unfit, incompetent or incapable of performing the functions assigned to them. In such event, the District shall have the right to approve the replacement superintendent or assistant. Contractor's failure to maintain a superintendent on the Project site at all times that Work is in progress shall be considered a material breach of this Contract, entitling District to terminate the Contract or, in the alternative, issue a stop Work order until the superintendent is on the Project site. If, by virtue of issuance of said stop Work order, the Project is not completed within the Contract Time, the Contractor will be assessed Liquidated Damages in accordance with the Agreement.

4.4.4 Prohibition on Harassment.

4.4.4.1 District's Policy Prohibiting Harassment. The District is committed to providing a campus and workplace free of sexual harassment and harassment

based on factors such as race, color, religion, national origin, ancestry, age, medical condition, marital status, disability or veteran status. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

4.4.4.2 Contractor's Adoption of Anti-Harassment Policy. Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim. Contractor shall require that any Subcontractor or Sub-subcontractor performing any portion of the Work to adopt and implement policies in conformity with this Article 4.4.4.

4.4.4.3 Prohibition on Harassment at the Site. Contractor shall not permit any person, whether employed by Contractor, a Subcontractor, Sub-subcontractor, or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any such person engaging in a prohibited form of harassment directed to any individual performing or providing any portion of the Work at or about the Site shall be subject to appropriate sanctions in accordance with the anti-harassment policy adopted and implemented pursuant to Article 4.4.4.2 above. Any person, performing or providing Work on or about the Site engaging in a prohibited form of harassment directed to any student, faculty member or staff of the District or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District's receipt of any notice or complaint that any person employed directly or indirectly by Contractor in performing or providing the Work has engaged in a prohibited form of harassment, the District will promptly undertake an investigation of such notice or complaint. In the event that the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. Contractor and the Surety shall defend, indemnify and hold harmless the District and its employees, officers, Board of Education, agents, and representatives from any and all claims, liabilities, judgments, awards, actions or causes of actions, including without limitation, attorneys' fees, which arise out of, or pertain in any

manner to: (i) the assertion by any person dismissed from performing or providing work at the direction of the District pursuant to this Article 4.4.4.3; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

4.5 Taxes. The Contractor shall pay, without adjustment of the Contract Price, all sales, consumer, use and other taxes for the Work or portions thereof provided by the Contractor under the Contract Documents.

4.6 Permits, Fees and Notices; Compliance With Laws.

4.6.1 Payment of Permits, Fees. The District shall secure and pay for the building permits, other permits, governmental fees, licenses and inspections necessary or required for the proper execution and completion of the Work, except as otherwise provided in the Special Conditions. If permits/approvals are designated in the Special Conditions as the Contractor's responsibility, the Contractor shall obtain such permits/approvals at its sole cost and expense without adjustment of the Contract Price. Fees, costs or other expenses associated with or arising in connection with Deferred Approval Items shall be the responsibility of the Contractor without adjustment of the Contract Price.

4.6.2 Compliance With Laws. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and other orders of public authorities bearing on performance of the Work.

4.6.3 Notice of Variation From Laws. If the Contractor knows, or has reason to believe, that any portion of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, regulations or rules, the Contractor shall promptly notify the Architect, Construction Manager and the Project Inspector, in writing, of the same. If the Contractor performs Work knowing, or with reasonable diligence should have known, it to be contrary to laws, statutes, ordinances, building codes, rules or regulations applicable to the Work without such notice to the Architect and the Project Inspector, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs arising or associated therefrom, including without limitation, the removal, replacement or correction of the same.

4.7 Submittals.

4.7.1 Purpose of Submittals. Shop Drawings, Product Data, Samples and similar submittals (collectively "Submittals") are not Contract Documents. The purpose for submission of Submittals is to demonstrate, for those portions of the Work for which Submittals are required, the manner in which the Contractor proposes to provide or incorporate such item of the Work in conformity with the information given and the design concept expressed in the Contract Documents.

4.7.2 Contractor's Submittals.

4.7.2.1 Prompt Submittals. The Contractor shall review, approve and submit to the Architect or such other person or entity designated by the District, the number of copies of Submittals required by the Contract Documents. All Submittals required by the Contract Documents shall be prepared, assembled and submitted by the Contractor to the Architect within the time frames set forth in the Submittal Schedule incorporated and made a part of the Approved Construction Schedule prepared and submitted by the Contractor pursuant to Article 7 of these General Conditions. Contractor's submission of Submittals in conformity with the Submittal Schedule is a material obligation of the Contractor. In the event of Contractor's failure or refusal to deliver Submittals to the Architect in accordance with the Submittal Schedule, the Contractor shall be subject to per diem assessments in the amount set forth in the Special Conditions for each day of delayed submission for any Submittal beyond the date set forth in the Submittal Schedule for Contractor's submission of such Submittal. Contractor and District acknowledge and agree that if Contractor shall fail to deliver Submittals in accordance with the Submittal Schedule, the District will incur costs and expenses not contemplated by the Contract Documents, the exact amount of which are difficult to ascertain and fix. Contractor and the District acknowledge and agree that the per diem assessment for delayed submission of Submittals set forth in the Special Conditions represents a reasonable estimate of costs and expenses the District will incur as a result of delayed submission of Submittals and that the same is not a penalty. Notwithstanding Contractor's submission of all required Submittals in accordance with the Submittal Schedule, in the event that the District or the Architect reasonably determines that all or any portion of such Submittals fail to comply with the requirements of Articles 4.7.2.2, 4.7.2.3 and 4.7.2.4 of these General Conditions and/or such Submittals are not otherwise complete and accurate so as to require re-submission, Contractor shall bear all costs associated with the review and approval of resubmitted Submittals, including without limitation Architect's fees incurred in connection therewith; provided that such costs are in addition to, and not in lieu of, any per diem assessments imposed under this Article 4.7.2.1 for Contractor's delayed submission of Submittals. In the event of the District's imposition of the per diem assessments due to the Contractor's delayed submission of Submittals or in the event of the District's assessment of costs and expenses incurred to review incomplete or inaccurate Submittals, the District may deduct the same from any portion the Contract Price then or thereafter due the Contractor. Submittals not required by the Contract Documents or which do not otherwise conform with the requirements of the Contract Documents may be returned without action. No adjustment to the Contract Time or the Contract Price shall be granted to the Contractor on account of its failure to make timely submission of any Submittal.

4.7.2.2 Approval of Subcontractor Submittals. All Submittals prepared by Subcontractors, of any tier, Material Suppliers, manufacturers or distributors shall bear the written approval of the Contractor thereto prior to submission to the Architect for review. Any Submittal not bearing the Contractor's written approval shall be subject to return to the Contractor for re-submittal in conformity herewith, with the same being deemed to not have been submitted. Any delay, impact or cost associated therewith shall be the sole and exclusive responsibility of the Contractor without adjustment to the Contract Time or the

Contract Price.

4.7.2.3 Verification of Submittal Information. By approving and submission of Submittals, the Contractor represents to the District and Architect that the Contractor has determined and verified materials, field measurements, field construction criteria, catalog numbers and similar data related thereto and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents. Each Submittal shall include the following certification duly executed by the Contractor's Superintendent or Project Manager for the Work:

"The Contractor has reviewed and approved the field dimensions and construction criteria of the attached Submittal. The Contractor has verified that the Submittal includes notations of any portion of the Work depicted in the Submittal which is not in strict conformity with the Contract Documents. The information in the attached Submittal has been reviewed and coordinated by the Contractor with information included in other Submittals."

4.7.2.4 Contractor Responsibility for Deviations. The Contractor shall not be relieved of responsibility for correcting deviations from the requirements of the Contract Documents by the Architect's review of Submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission of the Submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the Architect's review thereof.

4.7.2.5 No Performance of Work Without Architect Review. The Contractor shall perform no portion of the Work requiring the Architect's review of Submittals until the Architect has completed its review and returned the Submittal to the Contractor indicating "No Exception Taken" to such Submittal. The Contractor shall not perform any portion of the Work forming a part of a Submittal or which is affected by a related Submittal until the entirety of the Submittal or other related Submittal has been fully processed. Such Work shall be in accordance with the final action taken by the Architect in review of Submittals and other applicable portions of the Contract Documents.

4.7.3 Architect Review of Submittals. The purpose of the Architect's review of Submittals and the time for the Architect's return of Submittals to the Contractor shall be as set forth elsewhere in the Contract Documents. If the Architect returns a Submittal as rejected or requiring correction(s) with re-submission, the Contractor, so as not to delay the progress of the Work, shall promptly thereafter resubmit a Submittal conforming with the requirements of the Contract Documents; the resubmitted Submittal shall indicate the portions thereof modified in accordance with the Architect's direction. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications accompanying Submittals. The Architect's review of the Submittals is for the limited purposes described in the Contract Documents.

4.7.4 Deferred Approval Items. In the event that any portion of the Work is designated in the Contract Documents as a "Deferred Approval" item, Contractor shall be solely and exclusively responsible for the preparation of Submittals for such item(s) in a timely manner so as not to delay or hinder the completion of the Work within the Contract Time. All costs, fees and expenses to prepare Submittals for Deferred Approval Items, and to obtain all necessary approvals, shall be borne by the Contractor without adjustment of the Contract Price.

4.8 Materials and Equipment.

4.8.1 Specified Materials, Equipment. References in the Contract Documents to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, by name, make, trade name, or catalog number, with or without the words "or equal" shall be deemed to establish a minimum standard of quality or performance, and shall not be construed as limiting competition. Whenever a product, material or other item is specified with reference to a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other trade association standard (collectively, "Standards"), the Contractor shall present an affidavit from the manufacturer when requested by the Architect or required in the Specifications, certifying the product, material or other item to be furnished and installed complies with the Standard. When requested by the Architect or required by the Contract Documents, support test data shall be submitted to substantiate compliance with the Standards.

4.8.2 Approval of Substitutions or Alternatives. The Contractor may propose to furnish alternatives or substitutes for a particular item specified in the Contract Documents, provided that such proposed substitution or alternative complies with the requirements of the Specifications relating to substitutions of specified items and the Contractor certifies to the Architect that the quality, performance capability and functionality, including but not limited to the intended aesthetic effect, of the proposed alternative or substitute will meet or exceed the quality, performance capability and functionality of the item or process specified, and must demonstrate to the Architect that the use of the substitution or alternative is appropriate and will not delay completion of the Work or result in an increase to the Contract Price. The Contractor shall submit engineering, construction, dimension, visual, aesthetic and performance data to the Architect to permit its proper evaluation of the proposed substitution or alternative. If requested by the Architect, Contractor shall promptly furnish any additional information or data regarding a proposed substitution or alternative which the Architect deems reasonably necessary for the evaluation of the proposed substitution or alternative. The Contractor shall not provide, furnish or install any substitution or alternative without the Architect's review and final action on the proposed substitution or alternative; any alternative or substitution installed or incorporated into the Work without first obtaining the Architect's review and final action of the same shall be subject to removal pursuant to Article 12 hereof. The Architect's decision evaluating the Contractor's proposed substitutions or alternatives shall be final. Neither the Contract Time nor the Contract Price shall be increased on account of any substitution or alternative proposed by the Contractor and which is accepted by the Architect; provided, however, that in the event a substitution or alternative accepted by the Architect and purchase, fabrication and/or installation or such accepted substitution or alternative shall be less expensive than the originally specified item, the Contract Price shall be reduced by the actual cost

savings realized by the Contractor's furnishing and/or installation of such approved substitution or alternative. The Contractor shall be solely responsible for all costs and fees incurred by the District to review a proposed substitution or alternative, including without limitation fees of the Architect, of the Architect's consultant(s) and/or governmental agencies to review and/or approve any proposed substitution or alternative. The Contractor shall be solely responsible for any increase in the cost of any accepted substitution or alternative or any Work affected by such alternative or substitution. The foregoing notwithstanding, all requests for the Architect's review and approval of any proposed substitution or alternative and all engineering, construction, dimension and performance data substantiating the equivalency of the proposed substitution or alternative shall be submitted by Contractor not later than thirty-five (35) days following the date of the District's award of the Contract to Contractor by action of the District's Board of Education; any request for approval of proposed alternatives or substitutions submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed substitution or alternative regardless of whether the substitute or alternate item is to be provided, furnished or installed by Contractor, any Subcontractor, any Sub-Subcontractor, Material Supplier or Manufacturer.

4.8.3 Sole Source Products. If any material, equipment, product or other item is designated in the Contract Documents as a "District Standard," or by similar words or terms, the District shall be deemed to have made a finding that such material, equipment, product or other item is designated and specified to match other materials, equipment, products, or other item in use in a completed or to be completed work of improvement, and is not subject to substitution. If any material, equipment, or other item is identified in the Contract Documents as being the only source of the material, equipment or other item necessary to accomplish the intended result(s), such material, equipment or other item shall not be subject to substitution.

4.8.4 Placement of Material and Equipment Orders. Contractor shall, after award of the Contract, promptly and timely place all orders for materials and/or equipment necessary for completion of the Work so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Contractor shall require that any Subcontractor or Sub-Subcontractor performing any portion of the Work similarly place orders for all materials and/or equipment to be furnished by any such Subcontractor or Sub-Subcontractor in a prompt and timely manner so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Upon request of the District, Construction Manager or the Architect, the Contractor shall furnish reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, including without limitation, orders for materials and/or equipment to be provided, furnished or installed by any Subcontractor or Sub-Subcontractor.

4.8.5 District's Right to Place Orders for Materials and/or Equipment. Notwithstanding any other provision of the Contract Documents, in the event that the Contractor shall, upon request of the District or the Architect, fail or refuse, for any reason, to provide reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, or should the District determine, in its sole and reasonable discretion, that any orders for materials and/or equipment have not been placed in a manner so that such

materials and/or equipment will be delivered to the Site so the Work can be completed without delay or interruption, the District shall have the right, but not the obligation, to place such orders on behalf of the Contractor. If the District exercises the right to place orders for materials and/or equipment pursuant to the foregoing, the District's conduct shall not be deemed to be an exercise, by the District, of any control over the means, methods, techniques, sequences or procedures for completion of the Work, all of which remain the responsibility and obligation of the Contractor. Notwithstanding the right of the District to place orders for materials and/or equipment pursuant to the foregoing, the election of the District to exercise, or not to exercise, such right shall not relieve the Contractor from any of Contractor's obligations under the Contract Documents, including without limitation, completion of the Work within the Contract Time and for the Contract Price. If the District exercises the right hereunder to place orders for materials and/or equipment on behalf of Contractor pursuant to the foregoing, Contractor shall reimburse the District for all costs and fees incurred by the District in placing such orders; such costs and fees may be deducted by the District from the Contract Price then or thereafter due the Contractor.

4.9 Safety.

4.9.1 Safety Programs. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor's safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs. Prior to commencement of Work at the Site, the Contractor shall provide the Construction Manager with the Contractor's proposed safety program for the Work for the Construction Manager's review and acceptance. Without adjustment of the Contract Price or the Contract Time, the Contractor shall modify and re-submit its proposed safety plan to incorporate modifications thereto requested by the Construction Manager. The Construction Manager is authorized to enforce the Contractor's obligation to implement the safety program accepted by the Construction Manager.

4.9.2 Safety Precautions. The Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and (iii) other property or items at the site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall take adequate precautions and measures to protect existing roads, sidewalks, curbs, pavement, utilities, adjoining property and improvements thereon (including without limitation, protection from settlement or loss of lateral support) and

to avoid damage thereto. Without adjustment of the Contract Price or the Contract Time, the Contractor shall repair, replace or restore any damage or destruction of the foregoing items as a result of performance or installation of the Work.

4.9.3 Safety Signs, Barricades. The Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities.

4.9.4 Safety Notices. The Contractor shall give or post all notices required by applicable law and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

4.9.5 Safety Coordinator. The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents and the implementation and maintenance safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Project Inspector and the Architect.

4.9.6 Emergencies; First Aid. In an emergency affecting safety of persons or property, the Contractor shall act, to prevent threatened damage, injury or loss. The Contractor shall maintain stocked emergency first aid kits at the Site which comply with applicable law, rule or regulation.

4.9.7 Hazardous Materials.

4.9.7.1 General. In the event that the Contractor, any Subcontractor or anyone employed directly or indirectly by them shall use, at the Site, or incorporate into the Work, any material or substance deemed to be hazardous or toxic under any law, rule, ordinance, regulation or interpretation thereof (collectively "Hazardous Materials"), the Contractor shall comply with all laws, rules, ordinances or regulations applicable thereto and shall exercise all necessary safety precautions relating to the use, storage or disposal thereof.

4.9.7.2 Prohibition on Use of Asbestos Construction Building Materials ("ACBMs"). Notwithstanding any provision of the Drawings or the Specifications to the contrary, it is the intent of the District that ACBMs not be used or incorporated into any portion of the Work. In the event that any portion of the Work depicted in the Drawings or the Specifications shall require materials or products which the Contractor knows, or should have known with reasonably diligent investigation, to contain ACBMs, Contractor shall promptly notify the Architect and the Project Inspector of the same so that an appropriate alternative can be made in a timely manner so as not to delay the progress of the Work. Contractor warrants to the District that there are no materials or products used or incorporated into the Work which contain ACBMs. Whether before or after completion of the Work, if it is discovered that any product or material forming a part of the Work or incorporated into the Work contains ACBMs, the Contractor shall at its sole cost and expense remove such product

or material in accordance with any laws, rules, procedures and regulations applicable to the handling, removal and disposal of ACBMs and to replace such product or material with non-ACBM products or materials and to return the affected portion(s) of the Work to the finish condition depicted in the Drawings and Specifications relating to such portion(s) of the Work. Contractor's obligations under the preceding sentence shall survive the termination of the Contract, the warranty period provided under the Contract Documents, the Contractor's completion of the Work or the District's acceptance of the Work. In the event that the Contractor shall fail or refuse, for any reason, to commence the removal and replacement of any material or product containing ACBMs forming a part of, or incorporated into the Work, within ten (10) days of the date of the District's written notice to the Contractor of the existence of ACBM materials or products in the Work, the District may thereafter proceed to cause the removal and replacement of such materials or products in any manner which the District determines to be reasonably necessary and appropriate; all costs, expenses and fees, including without limitation fees and costs of consultants and attorneys, incurred by the District in connection with such removal and replacement shall be the responsibility of the Contractor and the Contractor's Performance Bond Surety.

4.9.7.3 Disposal of Hazardous Materials. Contractor shall be solely and exclusively responsible for the disposal of any Hazardous Materials on or about Site resulting from the Contractor's performance of Work and other activities. The Contractor's obligations hereunder shall include without limitation, the transportation and disposal of any Hazardous Materials in strict conformity with any and all applicable laws, regulations, orders, procedures or ordinances.

4.10 Maintenance of Documents.

4.10.1 Documents at Site. The Contractor shall maintain at the Site: (i) one record copy of the Drawings, Specifications and all addenda thereto; (ii) Change Orders approved by the District and all other modifications to the Contract Documents; (iii) Submittals reviewed by the Architect; (iv) Record Drawings; (v) Material Safety Data Sheets ("MSDS") accompanying any materials, equipment or products delivered or stored at the Site or incorporated into the Work; and (vi) all building and other codes or regulations applicable to the Work, including without limitation, Title 24, Part 2 of the California Code of Regulations. During performance of the Work, all documents maintained by Contractor at the Site shall be available to the District, the Construction Manager, the Architect, the Project Inspector and DSA for review, inspection or reproduction. Upon completion of the Work, all documents maintained at the Site by the Contractor pursuant to the foregoing shall be assembled and transmitted to the Architect for delivery to the District.

4.10.2 Maintenance of Record Drawings. During its performance of the Work, the Contractor shall maintain Record Drawings consisting of a set of the Drawings which are marked to indicate all field changes made to adapt the Work depicted in the Drawings to field conditions, changes resulting from Change Orders and all concealed or buried installations, including without limitation, piping, conduit and utility services. All buried or concealed items of Work shall be completely and accurately marked and located on the Record Drawings. The Record Drawings shall be clean and all changes, corrections and dimensions shall be marked in a neat and

legible manner in a contrasting color. Record Drawings relating to the Structural, Mechanical, Electrical and Plumbing portions of the Work shall indicate without limitation, circuiting, wiring sizes, equipment/member sizing and shall depict the entirety of the as built conditions of such portions of the Work. The Record Drawings shall be continuously maintained by the Contractor during the performance of the Work. At any time during the Contractor's performance of the Work, upon the request of the District, the Project Inspector or the Architect, the Contractor shall make the Record Drawings maintained here under available for the District's review and inspection. The District's review and inspection of the Record Drawings during the Contractor's performance of the Work shall be only for the purpose of generally verifying that Contractor is continuously maintaining the Record Drawings in a complete and accurate manner; any such inspection or review shall not be deemed to be the District's approval or verification of the completeness or accuracy thereof. The failure or refusal of the Contractor to continuously maintain complete and accurate Record Drawings or to make available the Record Drawings for inspection and review by the District may be deemed by the District to be Contractor's default of a material obligation hereunder. Without waiving, restricting or limiting any other right or remedy of the District for the Contractor's failure or refusal to continuously maintain the Record Drawings, the District may, upon reasonably determining that the Contractor has not, or is not, continuously maintaining the Record Drawings in a complete and accurate manner, take appropriate action to cause the continuous maintenance of complete and accurate Record Drawings, in which event all fees and costs incurred or associated with such action shall be charged to the Contractor and the District may deduct the amount of such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In accordance with Article 8.4.2 of these General Conditions, prior to receipt of the Final Payment, Contractor shall deliver the Record Drawings to the Construction Manager for transmittal of the District.

4.10.3 Daily Reports By Contractor. At the end of each workday, the Contractor shall submit a daily report to the Construction Manager, if one is designated in the Special Conditions, and to the District's Project Inspector for document control listing all labor, materials, and equipment involved with the Work for that day, including but not limited to: i) labor by number of persons and classification of work, for contractor and subcontractors; ii) materials used by contractor and subcontractors; iii) equipment used by contractor and subcontractors; iv) any inspections or testing performed; and, v) Any other Work of the Contract Documents.

4.11 Use of Site. The Contractor shall confine operations at the Site to areas permitted by law, ordinances or permits, subject to any restrictions or limitations set forth in the Contract Documents. The Contractor shall not unreasonably encumber the Site or adjoining areas with materials or equipment. The Contractor shall be solely responsible for providing security at the Site with all such costs included in the Contract Price. The District shall at all times have access to the Site.

4.12 Clean-Up. The Contractor shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material or rubbish caused or generated by performance of the Work. Without limiting the generality of the foregoing, Contractor shall maintain the Site in a "broom-clean" standard on a daily basis. In the event that the Work of the Contract Documents includes painting and/or the installation of floor covering, prior to commencement of any painting operations or the installation of any

flooring covering, the area and adjoining areas of the Site where paint is to be applied or floor covering is to be installed shall be in a "broom-clean" condition. Prior to completion of the Work, Contractor shall remove from the Site all rubbish, waste material, excess excavated material, tools, Construction Equipment, machinery, surplus material and any other items which are not the property of the District under the Contract Documents. At completion of the Work, the Contractor shall clean the building interior and exterior, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal surfaces, areas where debris, dust and similar items have collected, clean and polish all glass, plumbing fixtures, finish hardware, metal/wood/stone finishes. As directed by the Construction Manager, District or Architect, the Contractor shall remove temporary fencing, barricades, planking, temporary sanitary facilities, temporary utility distributions and other temporary facilities. Upon completion of the Work, the Site and all adjoining areas shall be left in a neat and broom clean condition satisfactory to District. The Project Inspector or Construction Manager shall be authorized to direct the Contractor's clean-up obligations hereunder. If the Contractor fails to clean up as provided for in the Contract Documents, the District may do so, and all costs incurred in connection therewith shall be charged to the Contractor; the District may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

4.13 Access to the Work. The Contractor shall provide the DSA, the District, its consultants, the Construction Manager, the Project Inspector, the Architect and the Architect's consultant(s) with access to the Work, whether in place, preparation and progress and wherever located.

4.14 Information and Facilities/Services for the Project Inspector. The Contractor shall furnish the Project Inspector access to the Work for obtaining such information as may be necessary to keep the Project Inspector fully informed respecting the progress, quality and character of the Work and materials, equipment or other items incorporated therein. The Contractor shall provide, without adjustment of the Contract Price, for use by the Project Inspector, the District and Construction Manager the facilities, equipment, furnishings and services set forth in the Special Conditions. If the Contractor does not provide the facilities, furnishings, equipment and services set forth in the Special Conditions, or fails to pay timely any charges or fees arising out of the use of the same, the District may, as applicable, procure facilities, furnishings, equipment and services required by the Contract Documents or pay outstanding charges. Contractor shall reimburse the District for all costs, including the District's administrative costs, incurred by the District pursuant to the preceding sentence; in lieu of the Contractor's reimbursement and at the sole and exclusive discretion of the District, such costs may be deducted by the District from any portion of the Contract Price or thereafter due the Contractor.

4.15 Patents and Royalties. The Contractor and the Surety shall defend, indemnify and hold harmless the District and its agents, employees and officers from any claim, demand or legal proceeding arising out of or pertaining, in any manner, to any actual or claimed infringement of patent rights in connection with performance of the Work under the Contract Documents.

4.16 Cutting and Patching. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly. The Contractor shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the District or separate contractors by cutting,

patching, excavation or other alteration. When modifying new Work or when installing Work adjacent to an existing structure/facility, the Contractor shall match, as closely as conditions of the Site and materials will allow, the finishes, textures and colors of the existing structure/facility and refinish elements of the existing structure/facility. The Contractor shall not cut, patch or otherwise alter the construction by the District or separate contractor without the prior written consent of the District or separate contractor thereto, which consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold consent to the request of the District or separate contractor to cut, patch or otherwise alter the Work.

4.17 Encountering of Hazardous Materials. In the event the Contractor encounters Hazardous Materials at the Site which have not been rendered harmless or for which there is no provision in the Contract Documents for containment, removal, abatement or handling of such Hazardous Materials, the Contractor shall immediately stop the Work in the affected area, but shall diligently proceed with the Work in all other unaffected areas. Upon encountering such Hazardous Materials, the Contractor shall immediately notify the Project Inspector and the Architect, in writing, of such condition. The Contractor shall proceed with the Work in such affected area only after such Hazardous Materials have been rendered harmless, contained, removed or abated. In the event such Hazardous Materials are encountered, the Contractor shall be entitled to an adjustment of the Contract Time to the extent that the Work is stopped and Final Completion of the Work is affected thereby. In no event shall there be an adjustment to the Contract Price solely on account of the Contractor encountering such Hazardous Materials.

4.18 Wage Rates; Employment of Labor.

4.18.1 Determination of Prevailing Rates. Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code at §§1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the Work is to be performed. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in California Labor Code §1773.8, apprenticeship or other training programs authorized by California Labor Code §3093, and similar purposes when the term "per diem wages" is used herein. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. The Contractor shall post, at appropriate and conspicuous locations on the Site, a schedule showing all determined general prevailing wage rates.

4.18.2 Payment of Prevailing Rates. There shall be paid each worker of the Contractor, or any Subcontractor, of any tier, engaged in the Work, not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor, of any tier, and such worker. The Contractor is solely responsible for obtaining and complying with prevailing wage rate determinations and modifications thereto during performance of the Work. Any such modification shall not result in an adjustment to Contract Price.

4.18.3 Prevailing Rate Penalty. The Contractor shall, as a penalty, forfeit not more than Fifty Dollars (\$50.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. The amount of the penalty for failure to pay applicable prevailing wage rates shall be determined and assessed in accordance with the standards established pursuant to Labor Code §1775(a)(2). The amount of the penalty shall be determined based on consideration of both of the following: (i) whether the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (ii) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations. The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor. The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned. The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1. When the penalty amount due hereunder is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor hereunder. The difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4.18.4 Payroll Records. Contractor shall comply with all current prevailing wage laws, Public Contract Code Section 4104(a)(3) California Labor Code Sections 1725.5 and Sections 1770 -1702 and current rules and regulations of the Department of Industrial Relations. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor, of any tier, shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each person employed for the Work. The payroll records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through

either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, Subcontractors and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor; (iv) the Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any Subcontractor, of any tier, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the District of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change or location and address. In the event of noncompliance with the requirements of this Article 4.18.4, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the District, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor. The Contractor is solely responsible for compliance with the foregoing provisions.

4.18.5 Hours of Work.

4.18.5.1 Limits on Hours of Work. Pursuant to California Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code §1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

4.18.5.2 Penalty for Excess Hours. The Contractor shall pay to the District a penalty of Twenty-five Dollars (\$25.00) for each worker employed on the Work by the Contractor or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

4.18.5.3 Contractor Responsibility. Any Work performed by workers necessary

to be performed after regular working hours or on Sundays or other holidays shall be performed without adjustment to the Contract Price or any other additional expense to the District. The Contractor shall be responsible for costs incurred by the District which arise out of Work performed by the Contractor at times other than regular working hours and regular working days. Upon determination of such costs, the District may deduct such costs from the Contract Price then or thereafter due the Contractor.

4.18.6 Apprentices.

4.18.6.1 Employment of Apprentices. Contractor shall comply with all applicable provisions of the Division of Apprenticeship Standards (DAS) regarding employment of appropriate numbers and types of apprentices. Any apprentices employed to perform any of the Work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code §3077 who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code §§3070 et seq. are eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

4.18.6.2 Apprenticeship Certificate. When the Contractor or any Subcontractor, of any tier, in performing any of the Work employs workers in any Apprenticeshipable Craft or Trade, the Contractor and such Subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Work for a certificate approving the Contractor or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees shall be subject to the approval of the Administrator of Apprenticeship. The Joint Apprenticeship Committee or Committees, subsequent to approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or such Subcontractor in order to comply with California Labor Code §1777.5. The Contractor and Subcontractors shall submit contract award information to the applicable Joint Apprenticeship Committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the crafts or trades in the area of the site of the Work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.

4.18.6.3 Ratio of Apprentices to Journeymen. The ratio of Work performed by apprentices to journeymen, who shall be employed in the Work, may be the

ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in California Labor Code §1777.5. The minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the Joint Apprenticeship Committee, is employed at the site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the completion of the Work. The Contractor shall, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the Work. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. The Contractor or any Subcontractor covered by this Article and California Labor Code §1777.5, upon the issuance of the approval certificate, or if it has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that it employs apprentices in such craft or trade in the State of California on all of its contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 ratio as set forth in this Article and California Labor Code §1777.5. This Article shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than Thirty Thousand Dollars (\$30,000.00) or twenty (20) working days. The term "Apprentice-able Craft or Trade," as used herein shall mean a craft or trade determined as an Apprentice-able occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

4.18.6.4 Exemption From Ratios. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions are met: (i) unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%) or; (ii) the number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen, or; (iii) the Apprentice-able Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis, or; (iv) if assignment of an apprentice to any Work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in

a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

4.18.6.5 Contributions to Trust Funds. The Contractor or any Subcontractor, of any tier, who, performs any of the Work by employment of journeymen or apprentices in any Apprentice-able Craft or Trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Work, to which fund or funds other contractors in the area of the site of the Work are contributing, shall contribute to the fund or funds in each craft or trade in which it employs journeymen or apprentices in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to such fund(s) as set forth in California Labor Code §227. Such contributions shall not result in an increase in the Contract Price.

4.18.6.6 Contractor's Compliance. The responsibility of compliance with this Article for all Apprentice-able Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Article are subject to the provisions of California Labor Code §3081. In the event the Contractor willfully fails to comply with the provisions of this Article and California Labor Code §1777.5, pursuant to California Labor Code §1777.7, the Contractor shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, Fifty Dollars (\$50.00) for each calendar day of noncompliance. Notwithstanding the provisions of California Labor Code §1727, upon receipt of such determination, the District shall withhold such amount from the Contract Price then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the District pursuant to this Article shall be deposited in the General Fund or other similar fund of the District. The interpretation and enforcement of California Labor Code §§1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

4.18.7 Employment of Independent Contractors. Pursuant to California Labor Code §1021.5, Contractor shall not willingly and knowingly enter into any agreement with any person, as an independent contractor, to provide any services in connection with the Work where the services provided or to be provided requires that such person hold a valid contractor's license issued pursuant to California Business and Professions Code §§7000 et seq. and such person does not meet the burden of proof of his/her independent contractor status pursuant to California Labor Code §2750.5. In the event that Contractor shall employ any person in violation of the foregoing, Contractor shall be subject to the civil penalties under California Labor

Code §1021.5 and any other penalty provided by law. In addition to the penalties provided under California Labor Code §1021.5, Contractor's violation of this Article 4.18.7 or the provisions of California Labor Code §1021.5 shall be deemed an event of Contractor's default under Article 15.1 of these General Conditions. The Contractor shall require any Subcontractor or Sub-Subcontractor performing or providing any portion of the Work to adhere to and comply with the foregoing provisions.

4.19 Assignment of Antitrust Claims. Pursuant to California Government Code §4551, the Contractor and its Subcontractor(s), of any tier, hereby offers and agrees to assign to the District all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act, (15 U.S.C. §15) or under the Cartwright Act (California Business and Professions Code §§16700 et seq.), arising from purchases of goods, services or materials hereunder or any Subcontract. This assignment shall be made and become effective at the time the District tenders Final Payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery in connection with a cause of action assigned under California Government Code §§4550 et seq., the assignor thereof shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the Contract Price, less the expenses incurred by the District in obtaining that portion of the recovery. Upon demand in writing by the assignor, the District shall, within one year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose: and (i) the District has not been injured thereby; or (ii) the District declines to file a court action for the cause of action.

4.20 Limitations Upon Site Activities. Except in the circumstances of an emergency, no construction activities shall be permitted at or about the Site except during the District's hours and days set forth in the Special Conditions. Work performed outside of the hours and days noted in the Special Conditions will not result in adjustment of the Contract Time or the Contract Price; unless Work outside of the hours and days noted in the Special Conditions is expressly authorized by the District.

4.21 Contractor's Compliance with CMU. As applicable, the Contractor shall comply with all prevailing wage laws, the Labor Code and the CMU. Failure of the Contractor to strictly comply with these obligations shall constitute a breach of a material obligation of the Contractor under the Contract Documents.

4.22 Employee Fingerprinting; Contractor's Compliance With Education Code §§ 45125.1 and 45125.2

4.22.1 General: School Session Requirements. The Contractor acknowledges that the safety of students on or about the Site is of paramount importance and that Contractor's compliance with these provisions is a material obligation of the Contractor under the Contract Documents. To ensure the safety of students on or about the Site, the Contractor agrees that if at any time during performance of any Work at or about the Site occurs when classes are in session at the Site or during school related functions at the Site, no personnel of the Contractor, Subcontractor, Material Supplier or others performing or providing any portion of the Work of the

Contract Documents will be permitted access to the Site unless such personnel are specifically identified in Exhibit A to a Fingerprint Certification. Any personnel at the Site who is not identified in Exhibit A to a Fingerprint Certification will be immediately removed from the Site and will not be permitted access until a Fingerprint Certification is submitted to the District identifying such personnel in Exhibit A thereto. Neither the Contract Time nor the Contract Price shall be adjusted on account of the removal of any personnel from the Site pursuant to the foregoing.

4.22.2 Non-School Session. If at any time during performance of Work at or about the Site which when classes are not in session at the Site or when there are no other school related functions at the Site, personnel of the Contractor, Subcontractors, Material Suppliers or others performing or providing any portion of the Work will be permitted access to the Site without such personnel being specifically identified in Exhibit A to a Fingerprint Certification. The foregoing notwithstanding, during such times, the Contractor shall comply with the provisions of Education Code §42125.2 by either: (a) erecting physical barriers to limit contact with students or (b) continual supervision and monitoring of personnel at the Site by a employee of the Contractor who has been verified by the California Department of Justice as not having been convicted of a violent or serious felony. If the Contractor elects the procedure under (b) in the preceding sentence, the Contractor shall submit a Fingerprint Certification attesting to the Department of Justice verification that such employee has not been convicted of a violent or serious felony and has no felony proceedings pending against her/him. The provisions of Education Code §45125.2 notwithstanding, there will be no surveillance of the personnel of the Contractor, Subcontractors, Material Suppliers or others performing or providing Work at the Site by the personnel of the District.

4.22.3 District Required Identification. In addition to compliance with the foregoing, if the District requires the issuance of identification badges or other means of identification, no person will be permitted access to the Site until the District has issued such person an identification badge or other means of identification. Notwithstanding compliance with the foregoing requirements, if the District requires that identification badges be issued and worn at the Site, any person providing or performing Work at the Site who has not been issued or who is not wearing his/her identification badge will be immediately removed from the Site; such person will not be permitted access to the Site until the District has issued such person an identification badge and/or such person wears her/her identification badge issued by the District. The removal of any personnel from the Site under the foregoing provisions shall not result in adjustment of the Contract Price or the Contract Time.

ARTICLE 5: SUBCONTRACTORS

5.1 Subcontracts. Any Work performed for the Contractor by a Subcontractor shall be pursuant to a written agreement between the Contractor and such Subcontractor which specifically incorporates by reference the Contract Documents and which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents, including without limitation, the policies of insurance required under Article 6 of these General Conditions and the termination provisions of Article 15, and obligates the Subcontractor to assume toward the Contractor all the obligations and responsibilities of the Contractor which by the Contract Documents the Contractor assumes toward the District, the Project Inspector, DSA, the Construction Manager and

the Architect. The foregoing notwithstanding, no contractual relationship shall exist, or be deemed to exist, between any Subcontractor and the District, unless the Contract is terminated and District, in writing, elects to assume the Subcontract. Each Subcontract for a portion of the Work shall provide that such Subcontract may be assigned to the District if the Contract is terminated by the District pursuant to Article 15.1 hereof, subject to the prior rights of the Surety obligated under a bond relating to the Contract; any Subcontract that does not provide that such Subcontract may be so assigned to the District shall be deemed to include such provision. The Contractor shall provide to the District copies of all executed Subcontracts and Purchase Orders to which Contractor is a party within thirty (30) days after Contractor's execution of the Agreement; the Contractor's failure to provide the District a copy of an executed Subcontract or Purchase Order to which Contractor is a party within thirty (30) days after Contractor's execution of the Agreement shall be deemed Contractor's express consent to the District for the District to request such Subcontract or Purchase Order directly from the other party to such Subcontract or Purchase Order. During performance of the Work, the Contractor shall, from time to time, as and when requested by the District, the Architect or the Construction Manager provide the District with copies of any and all Subcontracts or Purchase Orders relating to the Work and all modifications thereto. The Contractor's failure or refusal, for any reason, to provide copies of such Subcontracts or Purchase Orders in accordance with the two preceding sentences is Contractor's default of a material term of the Contract Documents.

5.2 Substitution of Listed Subcontractor.

5.2.1 Substitution Process. Any request of the Contractor to substitute a listed Subcontractor will be considered only if such request is in strict conformity with this Article 5.2 and California Public Contract Code §4107. All costs incurred by the District, including without limitation, costs of the Project Inspector, the Architect, the Construction Manager or attorney's fees in the review and evaluation of a request to substitute a listed Subcontractor shall be borne by the Contractor; such costs may be deducted by the District from the Contract Price then or thereafter due the Contractor.

5.2.2 Responsibility of Contractor Upon Substitution of Subcontractor. The District's consent to Contractor's substitution of a listed Subcontractor shall not relieve Contractor from its obligation to complete the Work within the Contract Time and for the Contract Price. The substitution of a listed Subcontractor shall not, under any circumstance, result in, or give rise to any to any increase of the Contract Price or the Contract Time on account of such substitution. In the event of the District's consent to the substitution of a listed Subcontractor, the Architect shall determine the extent to which, if any, revised or additional Submittals will be required of the newly substituted Subcontractor. In the event that the Architect determines that revised or additional Submittals are required of the newly substituted Subcontractor, the Architect shall promptly notify the Contractor, in writing, of such requirement. In such event, revised or additional Submittals shall be submitted to Architect not later than thirty (30) days following the date of the Architect's written notice to the Contractor pursuant to the foregoing sentence; provided that if in the reasonable and good faith judgment of the Architect, the progress of the Work or completion of the Work requires submission of additional or revised Submittals by the newly substituted Subcontractor in less than thirty (30) days, the Architect shall so state in its written notice to the Contractor. In the event that the revised or additional

Submittals are not submitted by Contractor within thirty (30) days, or such earlier time as determined by the Architect pursuant to the preceding sentence, following the Architect's written notice of the requirement for revised or additional Submittals, Contractor shall be subject to the per diem assessments of Liquidated Damages for late Submittals as set forth in Article 4.7.2.1 of these General Conditions. Any revised or additional Submittals required pursuant to this Article 5.2.2 shall conform with the requirements of Article 4.7 of these General Conditions. Contractor shall reimburse the District for all fees and costs, including without limitation fees of the Construction Manager, Architect and/or any design consultant to the Architect or the District and DSA fees, incurred or associated with the processing, review and evaluation of any revised or additional Submittals required pursuant to this Article 5.2.2; the District may deduct such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In the event that additional or revised Submittals are required pursuant to this Article 5.2.2, such requirement shall not result in an increase to the Contract Time or the Contract Price.

5.3 Subcontractors' Work. Whenever the Work of a Subcontractor is dependent upon the Work of the Contractor or another Subcontractor, the Contractor shall require the Subcontractor to: (a) coordinate its Work with the dependent Work; (b) provide necessary dependent data and requirements; (c) supply and/or install items to be built into the dependent Work of others; (d) make appropriate provisions for dependent Work of others; (e) carefully examine and understand the portions of the Contract Documents (including Drawings, Specifications and Field Clarifications) and Submittals relating to the dependent Work; and (f) examine the existing dependent Work and verify that the dependent Work is in proper condition for the Subcontractor's Work. If the dependent Work is not in a proper condition, the Subcontractor shall notify the Contractor in writing and not proceed with the Subcontractor's Work until the dependent Work has been corrected or replaced and is in a proper condition for the Subcontractor's Work.

5.4 Subcontractors' Compliance with CMU. As applicable, each Subcontractor performing Work shall comply with all current prevailing wage laws, Public Contract Code Section 4104(a)(3) California Labor Code Sections 1725.5 and Sections 1770 -1702 and current rules and regulations of the Department of Industrial Relations. A material obligation of the Contractor is its enforcement of Subcontractor obligations relating to the prevailing wage laws. Failure of the Contractor to strictly enforce such Subcontractor obligations shall constitute a breach of a material obligation of the Contractor under the Contract Documents.

ARTICLE 6: INSURANCE; INDEMNITY; BONDS

6.1 Workers' Compensation Insurance; Employer's Liability Insurance. The Contractor shall purchase and maintain Workers' Compensation Insurance as will protect the Contractor from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance required of Contractor hereunder may be obtained by Contractor as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance

required to be obtained and maintained by Contractor hereunder. The limits of liability for the Employer's Liability Insurance required hereunder shall be as set forth in the Special Conditions.

6.2 Commercial General Liability and Property Insurance. The Contractor shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents and for which the Contractor may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractual liability insurance applicable to the Contractor's obligations under the Contract Documents; and (vi) Completed Operations.

6.3 Insurance Policy Requirements. Each policy of insurance required by the Contract Documents shall confirm the following requirements.

6.3.1 Minimum Coverage Amounts. The insurance required of the Contractor hereunder shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the Contractor hereunder, the Contractor shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance, without adjustment to the Contract Price on account thereof.

6.3.2 Required Qualifications of Insurers. The Contractor and Subcontractors' policies of Commercial General Liability and Property/Casualty insurance and the Contractor's Builders Risk insurance will be accepted by the District only if the insurer(s) are: (a) AM. Best rated A- or better; (b) AM. Best Financial Size Category VII or higher; and (c) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California. If at any time during performance of the Work, the insurer(s) issuing a policy of insurance covering Commercial General Liability, Property/Casualty or Builder Risk is/are not AM. Best rated A- or better and is/are not AM. Best Financial Size Category VII or higher, the Contractor or Subcontractor, as applicable shall within thirty (30) days of the District's written notice of the insufficiency of an insurer to the Contractor, obtain insurance coverage(s) from alternative insurer(s) who is/are then AM. Best rated A- or better and who is/are AM. Best Financial Size Category VII or higher. If the Contractor fails to deliver Certificate(s) of Insurance from an alternative insurer(s) meeting or exceeding the AM. Best rating and AM. Best Financial Size Category set forth above, within thirty (30) days of the date of the District's issuance of a written notice pursuant to the preceding sentence, in addition to any other right or remedy of the District under the Contract Documents or arising by operation of law, the District may withhold disbursement of any

Progress Payment otherwise due hereunder until the Contractor has delivered such Certificate(s) of Insurance from an alternative insurer(s).

6.4 Evidence of Insurance; Subcontractor's Insurance.

6.4.1 Certificates of Insurance. Prior to commencing the Work, Contractor shall deliver to the District Certificates of Insurance evidencing the insurance coverages required by the Contract Documents. Failure or refusal of the Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law. The Certificates of Insurance and the insurance policies required by the Contract Documents shall contain a provision that coverages afforded under such policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the District. The insurance policies required of Contractor hereunder shall also name the District, the Architect and the Construction Manager as additional insureds as their interests may appear. Should any policy of insurance be canceled before Final Acceptance of the Work by the District and the Contractor fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from any sum then or thereafter due the Contractor under the Contract Documents. The Contractor shall, from time to time, furnish the District, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of the Contractor to comply with the District's request may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents.

6.4.2 Subcontractors' Insurance. Contractor shall require that every Subcontractor, of any tier, performing or providing any portion of the Work obtain and maintain the policies of insurance set forth in Articles 6.1 and 6.2 of these General Conditions; the coverages and limits of liability of such policies of insurance to be obtained and maintained by Subcontractors shall be as set forth in the Special Conditions. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Contractor obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform with the requirements of this Article 6. Upon request of the District, Contractor shall promptly deliver to the District Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Article 6. Failure or refusal of the Contractor to provide the District with Subcontractors' Certificates of Insurance evidencing the insurance coverages required hereunder is a material default of Contractor hereunder.

6.5 Maintenance of Insurance. Any insurance bearing on the adequacy of performance of Work shall be maintained after the District's Final Acceptance of all of the Work for the full one year correction of Work period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of any such periods and the Contractor fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to charge the cost thereof to the Contractor. Nothing contained in these insurance

requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations or performance of the Work under the Contract Documents, including without limitation the Contractor's obligation to pay Liquidated Damages. In no instance will the District's exercise of its option to occupy and use completed portions of the Work relieve the Contractor of its obligation to maintain insurance required under this Article until the date of Final Acceptance of the Work by the District, or such time thereafter as required by the Contract Documents. The insurer for any insurance policy required under the Contract Documents shall be: (i) authorized to issue such policy of insurance in the State of California; (ii) AM. Best rated A- or better; and (iii) AM. Best Financial Size Category VII or better. The Contractor's delivery of Certificates of Insurance issued by an insurer who does not meet or exceed each of the criteria set forth above will be rejected.

6.6 Contractor's Insurance Primary. All insurance and the coverages thereunder required to be obtained and maintained by Contractor hereunder, if overlapping with any policy of insurance maintained by the District, shall be deemed to be primary and non-contributing with any policy maintained by the District and any policy or coverage thereunder maintained by District shall be deemed excess insurance. To the extent that the District maintains a policy of insurance covering property damage arising out of the perils of fire or other casualty covered by the Contractor's Builder's Risk Insurance or the Comprehensive General Liability Insurance of the Contractor or any Subcontractor, the District, Contractor and all Subcontractors waive rights of subrogation against the others. The costs for obtaining and maintaining the insurance coverages required herein shall be included in the Contract Price.

6.7 Indemnity. Unless arising solely out of the active negligence, gross negligence or willful misconduct the District or the Architect, the Contractor shall indemnify, defend and hold harmless the Indemnified Parties who are: (i) the District and its Board of Education, officers, employees, agents and representatives (including the Project Inspector); (ii) the Architect and its consultants for the Work and their respective agents and employees; and (iii) the Construction Manager and its agents and employees. The Contractor's obligations hereunder includes indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorneys fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor, any Subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) Stop Notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. The obligations of the Contractor, as set forth in (v) above shall include, without limitation losses, costs, expenses, damages and other claims asserted by any other Contractor to the District in connection with the Work or in connection with a work of improvement related to or affected by the Work. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor shall, at its sole cost and expense, defend the named Indemnified Parties in

such action or proceeding with counsel reasonably satisfactory to the named Indemnified Parties. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are subject to, or bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

6.8 Payment Bond; Performance Bond. Prior to commencement of the Work, the Contractor shall furnish a Performance Bond as security for Contractor's faithful performance of the Contract and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with Contractor's performance of the Work under the Contract Documents. Unless otherwise stated in the Special Conditions, the amounts of the Performance Bond and the Payment Bond required hereunder shall be one hundred percent (100%) of the Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the form and content set forth in the Contract Documents. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with this Article 6.9 may be deemed by the District as a default by the Contractor of a material obligation hereunder. Upon request of the Contractor, the District may consider and accept, but is not obligated to do so, multiple sureties on such bonds. The Surety on any bond required under the Contract Documents shall be: (i) an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120; (ii) A.M. Best rated A- or better; and (iii) A.M. Best Financial Size Category VII or better. The Contractor's delivery of Bonds issued by a Surety who does not meet or exceed each of the criteria set forth above will be rejected.

ARTICLE 7: CONTRACT TIME

7.1 Final Completion of the Work Within Contract Time. Unless otherwise expressly provided in the Contract Documents, the Contract Time is the period of time, including authorized adjustments thereto, allotted in the Contract Documents for achieving Final Completion of the Work. The date for commencement of the Work is the date established by the Notice to Proceed issued by the District pursuant to the Agreement, which shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible. The date of Final Completion is the date certified by the Architect and the Project Inspector as such in accordance with the Contract Documents.

7.2 Progress and Completion of the Work.

7.2.1 Time of Essence. Time limits stated in the Contract Documents are of the essence. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing and achieving Final Completion of the Work. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and prosecute the Work with diligence so as to maintain progress, to prevent Work stoppage and to achieve Final Completion of the Work within the Contract Time.

7.2.2 Substantial Completion. Substantial Completion is that stage in the progress of the Work when the Work is complete in accordance with the Contract Documents so the District can occupy or use the Work for its intended purpose. Substantial Completion shall be determined by the Architect, the Construction Manager and the Project Inspector upon request by the Contractor in accordance with the Contract Documents. The good faith and reasonable determination of Substantial Completion by the Project Inspector, the Construction Manager and the Architect shall be controlling and final.

7.2.3 Correction or Completion of the Work After Substantial Completion.

7.2.3.1 Punch-list. Upon achieving Substantial Completion of the Work, the District, The Project Inspector, the Construction Manager, the Architect and the Contractor shall jointly inspect the Work and prepare a comprehensive list of items of the Work to be corrected or completed by the Contractor ("the Punch-list"). The exclusion of, or failure to include, any item on the Punch-list shall not alter or limit the obligation of the Contractor to complete or correct any portion of the Work in accordance with the Contract Documents.

7.2.3.2 Completing Punch-list Items. If the Contractor fails or refuses to complete all Punch-list items, the District may in its sole and exclusive discretion and without further notice to Contractor, elect to cause the completion of all remaining Punch-list items provided, however that such election by the District is in addition to and not in lieu of any other right or remedy of the District under the Contract Documents or at law. If the District elects to complete Punch-list items of the Work, pursuant to the foregoing, Contractor shall be responsible for all costs incurred by the District in connection herewith and the District may deduct such costs from the Contract Price then or thereafter due the Contractor. If these costs exceed the remaining Contract Price due to the Contractor, the Contractor and the Performance Bond Surety are liable to District for any such excess costs.

7.2.4 Final Completion. Final Completion is that stage of the Work when all Work has been completed in accordance with the Contract Documents, including without limitation, the performance of all correction or completion items noted upon Substantial Completion, and the Contract has been otherwise fully performed by the Contractor. Final Completion shall be determined by the Architect and the Project Inspector upon request of the Contractor. The good faith and reasonable determination of Final Completion by the Project Inspector and the Architect shall be controlling and final.

7.2.5 Contractor Responsibility for Multiple Inspections. In the event the Contractor shall request determination of Substantial Completion or Final Completion by the Project Inspector and the Architect and it is determined by the Project Inspector and the Architect that the Work does not then justify certification of Substantial Completion or Final Completion and re-inspection is required at a subsequent time to make such determination, the Contractor shall be responsible for all costs of such re-inspection, including without limitation, the fees of the Architect and the salary of the Project Inspector. The District may deduct such costs from the Contract Price then due or thereafter due to the Contractor.

7.2.6 Final Acceptance. Final Acceptance of the Work shall occur upon approval of the Work by the District's Board of Education; such approval shall be submitted for adoption at the next regularly scheduled meeting of the District's Board of Education after the determination of Final Completion. The commencement of any warranty or guarantee period under the Contract Documents shall be deemed to be the date upon which the District's Board of Education approves of the Final Acceptance of the Work.

7.3 Construction Schedule.

7.3.1 Submittal of Preliminary Construction Schedule. Within five (5) days following execution of the Agreement, the Contractor shall prepare and submit to the District, the Construction Manager and the Architect a Preliminary Construction Schedule indicating, in graphic form, the estimated rate of progress and sequence of all Work required under the Contract Documents. The purpose of the Preliminary Construction Schedule is to assure adequate planning and execution of the Work so that it is completed within the Contract Time and to permit evaluation of the progress of the Work. Unless otherwise provided in the Special Conditions, the Construction Schedules required under this Article 7 shall; (i) be prepared utilizing the then most recent edition of Primavera Suretrak or Microsoft Project; (ii) indicate the date(s) for commencement and completion of various portions of the Work including without limitation, procurement, fabrication and delivery of major items, materials or equipment; (iii) indicate manpower and other resources required for completion of each Construction Schedule activity; (iv) indicate costs for completion of each Construction Schedule activity; (v) identify each Submittal required by the Contract Documents, the date for the Contractor's submission of each Submittal and the date for the return of the reviewed Submittal to the Contractor. The Contractor may submit a Preliminary Construction Schedule depicting completion of the Work in a duration shorter than the Contract Time; provided that such Preliminary Construction Schedule shall not be a basis for adjustment to the Contract Price in the event that completion of the Work shall occur after the time depicted therein, nor shall such Preliminary Construction Schedule be the basis for any extension of the Contract Time, the Contractor's entitlement to any extension of the Contract Time shall be based upon the Contract Time and not on any shorter duration which may be depicted in the Contractor's Preliminary Construction Schedule. If the Construction Schedules required under this Article 7.3 incorporate therein any "float" time, such float shall be deemed to jointly belong to and owned by the District and the Contractor. As used herein, "float time" shall be deemed to refer to the time between earliest finish date and the latest finish date of each activity shown on the Construction Schedule.

7.3.2 Review of Preliminary Construction Schedule. The District, the Construction Manager and the Architect shall review the Preliminary Construction Schedule submitted by the Contractor pursuant to Article 7.3.1 above for conformity with the requirements of the Contract Documents. Within fifteen (15) days of the date of receipt of the Preliminary Construction Schedule, the Preliminary Construction Schedule will be returned to the Contractor with comments to the form or content thereof. Review of the Preliminary Progress Schedule and any comments thereto by the District, the Construction Manager and/or the Architect shall not be deemed to be the assumption of construction means, methods or sequences by the District, the Construction Manager or the Architect, all of which remain the Contractor's

obligations under the Contract Documents.

7.3.3 Preparation and Submittal of Contract Construction Schedule. Within ten (10) days of the District's return of the Preliminary Construction Schedule to the Contractor pursuant to Article 7.3.2 above, the Contractor shall prepare and submit to the Architect and the Project Manager the Construction Schedule which incorporates therein the comments to the Preliminary Construction Schedule. Upon the Contractor's submittal of such Construction Schedule, the District, the Construction Manager and the Architect shall review the same for purposes of determining conformity with the requirements of the Contract Documents. Within fifteen (15) days of the receipt of the Construction Schedule, the District will approve such Construction Schedule or will return the same to the Contractor with comments to the form or content. In the event there are comments to the form or content thereof, the Contractor, shall within seven (7) days of receipt of such comments, revise and resubmit the Construction Schedule incorporating therein such comments. Upon the District's approval of the form and content of a Construction Schedule, the same shall be deemed the "Approved Construction Schedule." The District's approval of a Construction Schedule shall be for the sole and limited purpose of determining conformity with the requirements of the Contract Documents. By the Approved Construction Schedule, the District shall not be deemed to have exercised control over, or approval of, construction means, methods or sequences, all of which remain the responsibility and obligation of the Contractor in accordance with the terms of the Contract Documents. Further, the Approved Construction Schedule shall not operate to limit or restrict any of Contractor's obligations under the Contract Documents nor relieve the Contractor from the full, faithful and timely performance of such obligations in accordance with the terms of the Contract Documents. The activities, commencement and completion dates of activities, and the sequencing of activities depicted on the Approved Construction Schedule shall not be modified or revised by the Contractor without the prior consent, or direction, of the District and the Architect. Updates to the Approved Construction Schedule pursuant to Article 7.3.5 below shall not be deemed revisions to the Approved Construction Schedule. In the event that the Approved Construction Schedule shall depict completion of the Work in a duration shorter than the Contract Time, the same shall not be a basis for an adjustment of the Contract Time or the Contract Price in the event that actual completion of the Work shall occur after such the time depicted in such Approved Construction Schedule. In such event, the Contract Price shall not be subject to adjustment on account of any additional costs incurred by the Contractor to complete the Work prior to the Contract Time, as adjusted in accordance with the terms of the Contract Documents. Any adjustment of the Contract Time or the Contract Price shall be based upon the Contract Time set forth in the Contract Documents and not any shorter duration which may depicted in the Approved Construction Schedule.

7.3.4 Revisions to Approved Construction Schedule. In the event that the progress of the Work or the sequencing of the activities of the Work shall materially differ from that indicated in the Approved Construction Schedule, as determined by the District in its reasonable discretion and judgment, the District may direct the Contractor to revise the Approved Construction Schedule; within fifteen (15) days of the District's direction, the Contractor shall prepare and submit to the Architect and the Construction Manager a revised Approved Construction Schedule, for review and approval by the District. The Contractor may request consent of the District to revise

the Approved Construction Schedule. Any such request shall be considered by the District only if in writing setting forth the Contractor's proposed revision(s) to the Approved Construction Schedule and the reason(s) therefor. The District may consent to, or deny, any such request of the Contractor to revise the Approved Construction Schedule in its reasonable discretion.

7.3.5 Updates to Approved Construction Schedule. The Contractor shall monitor and update the Approved Construction Schedule on a monthly basis, or more frequently as required by the conditions or progress of the Work, or as may be requested by the District. The Contractor shall provide the District, the Construction Manager and the Architect with updated Approved Construction Schedules indicating progress achieved and activities commenced or completed within the prior updated Approved Construction Schedule. Updates to the Approved Construction Schedule shall not include any revisions to the activities, commencement and completion dates of activities or the sequencing of activities depicted on the Approved Construction Schedule. Any such revisions to the Approved Construction Schedule shall result in the District's rejection of such update and Contractor shall, within seven (7) days of the District's rejection of such update, submit to the Architect and the Construction Manager an Updated Approved Construction Schedule which does not incorporate any such revisions. The Contractor shall also submit, with its updates to the Approved Construction Schedule a narrative statement including a description of current and anticipated problem areas of the Work, delaying factors and their impact, and an explanation of corrective action taken or proposed by the Contractor. If the progress of the Work is behind the Approved Construction Schedule, the Contractor shall indicate what measures will be taken to place the Work back on schedule. The District may, from time to time, and in the District's sole and exclusive discretion, transmit to the Contractor's Performance Bond Surety the Approved Construction Schedule, any updates thereof and the narrative statement described hereinabove. The District's election to transmit, or not to transmit such information, to the Contractor's Performance Bond Surety shall not limit the Contractor's obligations under the Contract Documents.

7.3.6 Recovery Schedule. Contractor shall continuously monitor the progress of the Work. If at any point in time Contractor is not maintaining the progress of Work on the critical path, as set forth in the then current Construction Schedule, Contractor shall provide District a Recovery Schedule. Contractor shall provide the Recovery Schedule within seventy two (72) hours of the first day on which the progress of the Work is not current on the critical path. The Recovery Schedule shall depict the duration and sequence of each Work activity to assure that Contractor shall achieve Final Completion within the Contract Time. Attached to the Recovery Schedule, Contractor also shall provide a narrative that explains how time lost on the critical path will be recovered, milestone dates, and the logic of the sequencing of activities in the Recovery Schedule. Contractor shall immediately undertake all necessary measures to recover lost time including increasing its labor force, its supervision force, the number of work shifts, overtime, work on weekends and holidays, increasing the equipment on the Project, revising or modifying its construction procedures and sequences, and/or any other measures which the Contractor deems necessary. District may in its sole and exclusive discretion transmit the Recovery Schedule and attached narrative to the Performance Bond Surety. The District's election to transmit or not to transmit same the Performance Bond Surety shall not limit the Contractor's obligations under the Contract Documents. Any failure of the

Contractor to comply timely and strictly with this Subparagraph is a default by the Contractor of a material obligation of the Contractor under Contract Documents.

7.3.7 Scheduling Software and Requirements. Unless otherwise provided in the Special Conditions, the Construction Schedules required under this Article 7 shall; (i) be prepared with a commercially available computer software program in a critical path format; (ii) indicate the date(s) for commencement and completion of various portions of the Work including procurement, fabrication and delivery of major items, materials or equipment; (iii) indicate manpower usage and other resources required for completion of each schedule activity; (iv) indicate costs for completion of each schedule activity; and (v) identify each Submittal required by the Contract Documents, the date for the Contractor's submission of each Submittal and the date for the return of the reviewed Submittal to the Contractor.

7.3.8 Scheduling Costs and Expenses. Any and all costs or expenses required or incurred for Contractor to comply the provisions of this Article 7 shall be solely that of the Contractor and no such cost or expense shall be charged to the District.

7.4 Adjustment to Contract Time. If Final Completion is delayed, adjustment, if any, to the Contract Time on account of such delay shall be in accordance with this Article 7.4.

7.4.1 Excusable Delays. If Final Completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by the Architect; Excusable Delays shall not result in any increase in the Contract Price. Excusable Delays refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, unanticipated unusually severe weather conditions or DSA directive to stop the Work. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the critical path of the Work as indicated in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of the claimed event(s) of Excusable Delay. The foregoing provisions notwithstanding, if the Special Conditions set forth a number of "Rain Days" to be anticipated during performance of the Work, the Contract Time shall not be adjusted for rain related unusually severe weather conditions until and unless the actual number of Rain Days during performance of the Work shall exceed those noted in the Special

Conditions and such additional Rain Days shall have directly and adversely impacted the critical path of the Work as depicted in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of such additional Rain Days.

7.4.2 Compensable Delays. If Final Completion of the Work is delayed and such delay is caused by the acts or omissions of the District, the Architect, or separate contractor employed by the District (collectively "Compensable Delays"), upon Contractor's request and notice, in strict conformity with Articles 7 and 9 of these General Conditions, the Contract Time will be adjusted by Change Order for such reasonable period of time as determined by the Architect and the District. In accordance with California Public Contract Code §7102, if the Contractor's progress is delayed by any of the events described in the preceding sentence, Contractor shall not be precluded from the recovery of damages directly and proximately resulting therefrom, provided that the District is liable for the delay, the delay is unreasonable under the circumstances involved and the delay was not within the reasonable contemplation of the District and the Contractor at the time of execution of the Agreement. In such event, Contractor's damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or Construction Equipment directly resulting from such delay, and shall exclude indirect or other consequential damages. Except as expressly provided for herein, Contractor shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Adjustments to the Contract Price and the Contract Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the Contract Documents, including without limitation, Articles 9 and 14 of these General Conditions.

7.4.3 Inexcusable Delays. Inexcusable Delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in Articles 7.4.1 and 7.4.2 above. Neither the Contract Price nor the Contract Time shall be adjusted on account of Inexcusable Delays.

7.4.4 Adjustment of Contract Time.

7.4.4.1 Procedure for Adjustment of Contract Time. The Contract Time shall be subject to adjustment only in strict conformity with applicable provisions of the Contract Documents. Failure of Contractor to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Contractor's waiver of the same.

7.4.4.2 Limitations Upon Adjustment of Contract Time on Account of Delays.

Any adjustment of the Contract Time on account of an Excusable Delay or a Compensable Delay shall be limited as set forth herein. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. If an Inexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, which the Excusable Delay or the Compensable Delay exceeds the period of time of the Inexcusable Delay. In addition to the foregoing limitations upon

extension of the Contract Time, no adjustment of the Contract Time shall be made on account of any Excusable Delays or Compensable Delays unless such delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule as of the date on which such delay first occurs. The District shall not be deemed in breach of, or otherwise in default of any obligation hereunder, if the District shall deny any request by the Contractor for an adjustment of the Contract Time for any delay which does not actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule.

7.5 Liquidated Damages. Should the Contractor neglect, fail or refuse to: (i) submit Submittals in accordance with the Approved Construction Schedule; (ii) achieve Final Completion of the Work within the Contract Time, (subject to adjustments authorized under the Contract Documents); (iii) or to complete Punch-list items within the time established pursuant to the Contract Documents, the Contractor shall forfeit and pay to the District the amount of per diem Liquidated Damages set forth in the Special Conditions, which may be deducted from any payments due or to become due to the Contractor, in accordance with California Government Code §53069.85, for every day beyond the Contract Time, as adjusted, until Final Completion is achieved. The Contractor and the Surety shall be liable to the District for any Liquidated Damages exceeding any amount of the Contract Price deducted from any payments due or to become due to the Contractor. In the event that the Contractor shall fail or refuse to complete Punch-list items and the District elects to exercise its right to cause completion or correction of such items pursuant to Article 7.2.3.2 hereof, the District's assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work, as provided for under Article 7.2.3.2. The Contractor and the District acknowledge and agree that the provisions of this Article 7.5, and the amount of per diem Liquidated Damages set forth in the Special Conditions, are reasonable under the circumstances existing at the time of the Contractor's execution of the Agreement.

7.6 District Right to Takeover Work.

7.6.1 Progress of Work. If the Contractor fails or refuses, for any reason and at any time, to furnish adequate materials, labor, equipment, tools and/or services to maintain the progress of the Work, the District may, in its sole discretion, after seventy-two (72) hours advance written notice of same from the District to the Contractor, direct, instruct, and authorize a separate contractor selected by the District to furnish such materials, labor, equipment, tools and/or services necessary to maintain progress of the Work. The District may deduct the amount of any and all costs, expenses, and/or other charges incurred thereby from the Contract Price then or thereafter due the Contractor.

7.6.2 District's Right to Withhold. All costs, expenses or other charges incurred by the District in connection with completing or supplementing the Work under this Article 7.6 shall be at the sole cost of the Contractor. District shall be entitled to deduct from the Contract Price then or thereafter due Contractor, all such costs, expenses, and charges, including costs for any additional services the District's representatives and consultants made necessary thereby. If the Contract Price then or thereafter due the Contractor are insufficient to cover such amounts, Contractor shall pay the additional sum to the District promptly upon demand therefore. The

assessment and/or withholding of the amount of such costs, expenses, and/or other charges shall be in addition to, and not in lieu of, any liquidated damages assessed and/or withheld from Contractor under Article 7.5 hereof.

7.6.3 Non-exclusive Remedy. The District's exercise of rights pursuant to the foregoing shall not be deemed a waiver or limitation of any other right or remedy of the District under the Contract Documents.

ARTICLE 8: CONTRACT PRICE

8.1 Contract Price. The Contract Price is the amount stated in the Agreement as such, and subject to any authorized adjustments thereto in accordance with the Contract Documents, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents. The District's payment of the Contract Price to the Contractor shall be in accordance with the Contract Documents.

8.2 Cost Breakdown. Within fifteen (15) days of the execution of the Agreement by Contractor, Contractor shall furnish, on forms provided by the District, a detailed estimate and complete Cost Breakdown of the Contract Price. The Cost Breakdown shall be subject to review and approval by the Architect, Construction Manager and District of the form and content thereof. In the event that the District shall reasonably object to any portion of the Cost Breakdown, within ten (10) days of the District's receipt of the Cost Breakdown, the District shall notify the Contractor, in writing of the District's objection(s) to the Cost Breakdown. Within five (5) days of the date of the District's and the Architect's or Construction Manager's written objection(s), Contractor shall submit a revised Cost Breakdown to the District and the Construction Manager for review and approval. The foregoing procedure for the preparation, review and approval of the Cost Breakdown shall continue until the District and the Architect or Construction Manager has approved of the entirety of the Cost Breakdown. Once the Cost Breakdown is approved by the District and Architect or the Construction Manager, the Cost Breakdown shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District and the Architect or Construction Manager, which may be granted or withheld in their sole reasonable discretion. The Contractor shall timely update the Cost Breakdown with the addition of line items identifying Change Orders.

8.3 Progress Payments.

8.3.1 Applications for Progress Payments. During the Contractor's performance of the Work, the Contractor shall submit monthly, on the first working day of each month, to the Project Inspector, Construction Manager and the Architect, Applications for Progress Payments, on forms approved by the District, setting forth an itemized estimate of Work completed in the preceding month for the purpose of the District's making of Progress Payments thereon. Values utilized in the Applications for Progress Payments shall be based upon the District approved Cost Breakdown pursuant to Article 8.2 above and such values shall be only for determining the basis of Progress Payments to Contractor, and shall not be considered as fixing a basis for adjustments, whether additive or deductive, to the Contract Price, or for determining the extent of Work actually completed.

8.3.2 District's Review of Applications for Progress Payments. In accordance with Public Contract Code §20104.50, upon receipt of an Application for Progress

Payment, the District shall cause the same to be reviewed by the Project Inspector, the Construction Manager, if one is designated by the District, and the Architect, as soon as is practicable after receipt of such Application for Progress Payment. Such review shall be for the purpose of determining that the Application for Progress Payment is a proper Progress Payment request. For purposes of this Article 8.3.2, an Application for Progress Payment shall be deemed "proper" only if it is submitted on the form approved by the District, with all of the requested information of such form of Application for Progress Payment completely and accurately provided by the Contractor and such completed Application for Progress Payment is accompanied by: (i) a Certification, executed under penalty of perjury by the Contractor's Superintendent and/or Project Manager, that all Certified Payroll Records for the Contractor and all Subcontractors required to submit Certified Payroll Records for the period covered by the Application for Progress Payment have been completed and submitted to the District in strict conformity with CMU, 8 Cal. Code Reg. 16640, *et seq.*, and all governing rules, regulations and statutes.; (ii) duly completed and executed forms of Conditional Waiver and Release of Rights Upon Progress Payment in accordance with California Civil Code §3262 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment requested; (iii) duly completed and executed forms of Unconditional Waiver and Release of Rights upon Progress Payment in accordance with California Civil Code §3262 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment received by the Contractor under the prior Application for Progress Payment; (iv) if applicable, a current union statement reflecting that the Contractor and any Subcontractor of any tier, are current in the payment of any supplemental fringe benefits required pursuant to any collective bargaining agreement to which the Contractor or any such Subcontractor is a party to or is otherwise bound by; and (v) a certification by the Contractor that it has continuously maintained, or caused to maintained, the Record Drawings reflecting the actual as-built conditions of the Work performed be for which the Progress Payment is requested, it being understood that such certification is subject to verification by the District, Architect or the Construction Manager prior to disbursement of the Progress Payment. In accordance with Public Contract Code §20104.50, an Application for Progress Payment determined by the District not to be a proper Application for Progress Payment shall be returned by the District to the Contractor as soon as is practicable after receipt of the same from the Contractor, but in no event not more than seven (7) days after the District's receipt thereof. The District's return of any Application for Progress Payment pursuant to the preceding sentence shall be accompanied by a written document setting forth the reason(s) why the Application for Progress Payment is not proper.

8.3.3 Review of Applications for Progress Payments. Upon receipt of an Application for Progress Payment, the Architect, Construction Manager and the Project Inspector shall inspect and verify the Work to determine whether it has been performed in accordance with the terms of the Contract Documents and to determine the portion of the Application for Progress Payment which is properly due to the Contractor under the terms of the Contract Documents.

8.3.4 District's Disbursement of Progress Payments

8.3.4.1 Timely Disbursement of Progress Payments. In accordance with Public Contract Code §20104.50, within thirty (30) days after the District's receipt of a

proper Application for Progress Payment, there shall be paid, by District, to Contractor a sum equal to ninety-five percent (95%) of the value of the Work indicated in the Application for Progress Payment which is actually in place as of the date of the Application for Progress Payment and as verified and approved by the Project Inspector and the Architect and the pro rata portion of the Contractor's overhead, supervision and general conditions costs and profit for that month; provided, however, that the District's obligation to disburse any Progress Payment shall be subject to the District's receipt of all documents set forth in Article 8.3.2 above, each and all of which are conditions precedent to the District's obligation to disburse Progress Payments. If an Application for Progress Payment is determined not to be proper due to the failure or refusal of the Contractor to submit documents with the Application for Progress Payment, as required by Article 8.3.2, or incompleteness or inaccuracies in any such documents submitted or if it is reasonably determined that the Record Drawings have not been continuously maintained to reflect the actual as built conditions of the Work completed in the period for which the Progress Payment is requested, the thirty (30) day period hereunder for the District's timely disbursement of a Progress Payment shall be deemed to commence on the date that the District is actually in receipt of documents not submitted with the Application for Progress Payment, or corrections to documents with the Application for Progress Payment so as to render them complete and accurate, or the date upon which the Contractor accurately and fully completes preparation of the Record Drawings relating to the Work for which the Progress Payment is requested.

8.3.4.2 Untimely Disbursement of Progress Payments. In accordance with Public Contract Code §20104.50, in the event that the District shall fail to make any Progress Payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Progress Payment, the District shall pay the Contractor interest on the undisputed amount of such Application for Progress Payment equal to the legal rate of interest set forth in California Code of Civil Procedure §685.010(a). The foregoing notwithstanding, in the event that the District shall determine that any Application for Progress Payment is not proper, pursuant to Article 8.3.2 above, and the District does not return such Application for Progress Payment within the seven (7) day period provided for in Article 8.3.2, the period of time for the District's disbursement of the Progress Payment on such Application for Progress Payment without incurring the interest liability shall be reduced by the number of days exceeding the seven (7) day return period.

8.3.4.3 District's Right to Disburse Progress Payments by Joint Checks. Provided that the District is in receipt of the applicable Subcontract or Purchase Order, the District, may in its sole discretion, issue joint checks to the Contractor and such Subcontractor or Material Supplier in satisfaction of its obligation to make Progress Payments or the Final Payment due hereunder.

8.3.4.4 No Waiver of Defective or Non-Conforming Work. The approval of any Application for Progress Payment or the disbursement of any Progress Payment to the Contractor shall not be deemed nor constitute acceptance of defective Work or Work not in conformity with the Contract Documents.

8.3.5 Progress Payments for Changed Work. The Contractor's Applications for Progress Payment may include requests for payment on account of Changes in the Work which have been properly authorized and approved by the Project Inspector, the Architect and all other governmental agencies with jurisdiction over such Change in accordance with the terms of the Contract Documents and for which a Change Order has been issued. Except as provided for herein, no other payment shall be made by the District for Changes in the Work.

8.3.6 Materials or Equipment Not Incorporated Into the Work.

8.3.6.1 Limitations Upon Payment. Except as expressly provided for herein, no payments shall be made by the District on account of any item of the Work, including without limitation, materials or equipment which, at the time of the Contractor's submittal of an Application for Progress Payment, has/have not been incorporated into and made a part of the Work.

8.3.6.2 Materials or Equipment Delivered and Stored at the Site. The District may, in its sole and exclusive discretion, make payment for materials or equipment not yet incorporated into the Work if, at or prior to the time of the Contractor's submittal of a an Application for Progress Payment incorporating therein a request for payment of such materials or equipment if all of the following are complied with: (a) the materials or equipment have been delivered to the Site; (b) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment at the Site including without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage if such coverage is not afforded under the policy of Builder's Risk insurance obtained by the District pursuant to the Contract Documents; and (c) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District's payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for materials or equipment delivered or stored at the site of the Work pursuant to the preceding sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment for materials or equipment delivered or stored at the Site, but not yet incorporated into the Work shall not be deemed the District's default hereunder. In the event that the District shall elect to make payment for materials or equipment delivered and stored at the Site, the costs and expenses incurred to comply with the requirements of (b) and (c) of this Article 8.3.6.2 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.

8.3.6.3 Materials or Equipment Not Delivered or Stored at the Site. No payments shall be made by the District for materials or equipment to be incorporated into the Work where such materials or equipment have not been delivered or stored at the Site. The foregoing notwithstanding, the District may, in its sole and exclusive discretion, elect to make payment for materials or equipment not incorporated into the Work and which are not delivered or stored at the Site at or prior to the time of the Contractor's submittal of an Application for Progress Payment incorporating therein a request for payment of such

materials or equipment provided that each and all of the following have been complied with: (a) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment which include without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage if coverage for the same is not afforded under the policy of Builder's Risk insurance obtained by the District pursuant to the Contract Documents; and (b) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District's payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for such materials or equipment pursuant to the preceding sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment for such materials or equipment shall not be deemed the District's default hereunder. In the event that the District shall elect to make payment for materials or equipment not at the Site, the costs and expenses incurred to comply with the requirements of (a) and (b) of this Article 8.3.6.3 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.

8.3.6.4 Materials or Equipment in Fabrication or Transit. The provisions of this Article 8.3.6 notwithstanding, the District shall not make any payment on account of any materials or equipment which are in the process of being fabricated or which are in transit to the Site of or other storage location.

8.3.7 Exclusions From Progress Payments. In addition to the District's right to withhold disbursement of any Progress Payment provided for in the Contract Documents, neither the Contractor's Application for Progress Payment shall include, nor shall the District be obligated to disburse any portion of the Contract Price for amounts which the Contractor does not intend to pay any Subcontractor, of any tier, or Material Supplier because of a dispute or any other reason.

8.3.8 Title to Work. The Contractor warrants that title to all Work covered by an Application for Progress Payment will pass to the District no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Progress Payment, all Work for which a Progress Payment has been previously issued and the Contractor has received payment from the District therefor shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, stop notices, security interests or encumbrances in favor of the Contractor, Subcontractors, Material Suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

8.3.9 Substitute Security for Retention. The substitution of securities for any moneys withheld by the District to ensure performance under the Contract Documents is permitted, in accordance with the provisions of California Public Contract Code §22300; alternatively, Contractor may request and the District shall make payment of retentions earned directly to an escrow agent at the expense of the Contractor. The foregoing notwithstanding, the Contractor submit its written request to the District to exercise its rights under California Public Contract Code §22300 prior to submission of its first Application for Progress Payment; the failure

of Contractor to make such written request to the District prior to submission of the first Application for Progress Payment shall be deemed a waiver of the Contractor's rights under California Public Contract Code §22300.

8.4 Final Payment.

8.4.1 Application for Final Payment. When the Contractor has achieved Final Completion of the Work and has otherwise fully performed its obligations under the Contract Documents, the Contractor shall submit an Application for Final Payment on such form as approved by the District. Thereupon, the Architect and the Project Inspector will promptly make a final inspection of the Work and when the Architect and the Project Inspector find the Work acceptable under the Contract Documents and that the Contract has been fully performed by the Contractor, the Architect and the Project Inspector will thereupon promptly approve the Application for Final Payment, stating that to the best their knowledge, information and belief, the Work has been completed in accordance with the terms of the Contract Documents. The Final Payment shall include the remaining balance of the Contract Price and any retention from Progress Payments previously withheld by the District.

8.4.2 Conditions Precedent to Disbursement of Final Payment. Neither Final Payment nor any remaining Contract Price shall become due until the Contractor submits to the District each and all of the following, the submittal of which are conditions precedent to the District's obligation to disburse the Final Payment: (i) an affidavit or certification by the Contractor that payrolls, bills for materials and other indebtedness incurred in connection with the Work for which the District or the District's property may or might be responsible or encumbered have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force after the Contractor's receipt of Final Payment is currently in effect; (iii) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover any period following Final Payment as required by the Contract Documents; (iv) consent of the Surety on the Labor and Material Payment Bond and Performance Bond, to Final Payment if required; (v) duly completed and executed forms of Conditional or Unconditional Waivers and Releases of rights upon Final Payment of the Contractor, Subcontractors of any tier and Material Suppliers in accordance with California Civil Code §3262, with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (vi) Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (vii) the Record Drawings; (viii) the form of Guarantee included in the Contract Documents duly executed by an authorized representative of the Contractor; (ix) the form of Release of Claims by Contractor included in the Contract Documents duly executed by an authorized representative of the Contractor, (x) any and all other items or documents required by the Contract Documents to be delivered to the District upon completion of the Work; (xi) the completion and submittal of all reports required by the Contract Documents, including without limitation, verified reports required by applicable provisions of the California Code of Regulations; and (xii) if required by the District, such other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, stop notices, claims, security interest or encumbrances arising out of the Contract to the extent and in such form as may be required by the District.

8.4.3 Disbursement of Final Payment. Provided that the District is then in receipt of all documents and other items in Article 8.4.2 above as conditions precedent to the District's obligation to disburse Final Payment, not later than sixty (60) days following Final Acceptance the District shall disburse the Final Payment to the Contractor. Pursuant to California Public Contract Code §7107, if there is any dispute between the District and the Contractor at the time that disbursement of the Final Payment is due, the District may withhold from disbursement of the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute.

8.4.4 Waiver of Claims. The Contractor's acceptance of the Final Payment is a waiver and release by the Contractor of any and all claims against the District for compensation or otherwise in connection with the Contractor's performance of the Contract.

8.4.5 Claims Asserted After Final Payment. Any lien, stop notice or other claim filed or asserted after the Contractor's acceptance of the Final Payment by any Subcontractor, of any tier, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor who further agrees to indemnify, defend and hold harmless the District and its officers, agents, representatives and employees from and against any claims, demands or judgments arising or associated therewith, including without limitation attorneys fees incurred by the District in connection therewith. In the event any lien, stop notice or other claim of any Subcontractor, Laborer, Material Supplier or others performing Work under the Contract Documents remain unsatisfied after Final Payment is made, Contractor shall refund to District all monies that the District may pay or be compelled to pay in discharging any lien, stop notice or other claim, including, without limitation all costs and reasonable attorneys fees incurred by District in connection therewith.

8.5 Withholding of Payments. The District may withhold any Progress Payment or the Final Payment, in whole or in part, or back-charge the Contractor to the extent it may deem advisable to protect the District on account of: (i) defective Work or Work not in conformity with the requirements of the Contract Documents which is not remedied; (ii) failure of the Contractor to make payments when due Subcontractors or Material Suppliers for materials or labor; (iii) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work under the Contract Documents for which the District may be liable or responsible including, without limitation, Stop Notice Claims filed with the District pursuant to California Civil Code §3179 et seq.; (iv) a reasonable doubt that the Contract can be completed for the then unpaid balance of the Contract Price; (v) tax demands filed in accordance with California Government Code §12419.4; (vi) other claims, penalties and/or forfeitures for which the District is required or authorized to retain funds otherwise due the Contractor; (vii) any amounts due from the Contractor to the District under the terms of the Contract Documents; (viii) violations of the CMU or other obligations of the Contractor or any Subcontractor relating to the employment of labor in connection with the Work (including without limitation, delinquent submission of weekly Certified Payroll Records or the submission of inadequate weekly Certified Payroll Records; (ix) all costs, expenses, and/or other charges incurred by District in connection with its takeover of Work under the provisions of Article 7.6 above; (x) all costs, expenses, and/or other charges incurred by District in connection with delay to separate contractor(s) under the provisions of Article 10.5 below; or (xi) the Contractor's failure to

perform any of its obligations under the Contract Documents or, its default under the Contract Documents or its failure to maintain adequate progress of the Work. In addition to the foregoing, the District shall not be obligated to process any Application for Progress Payment or Final Payment, nor shall Contractor be entitled to any Progress Payment or Final Payment so long as any lawful or proper direction concerning the Work or the performance thereof or any portion thereof, given by the District, the Project Inspector, the Architect or any public authority having jurisdiction over the Work, or any portion thereof, shall not be fully and completely complied with by the Contractor. When the District is reasonably satisfied that the Contractor has remedied any such deficiency, payment shall be made of the amount withheld. In lieu of making payment of withheld amounts to the Contractor, the District may, in its sole exclusive discretion, apply withheld amounts to the payment and satisfactions of debts and obligations of the Contractor relating to the Work. In doing, the District shall be an agent of the Contractor for the sole and limited purpose of making payment(s) to others for the Work on behalf of the Contractor; payments made by the District pursuant to the foregoing shall be deemed payments to the Contractor and the Contract Price shall be adjusted to reflect such payment(s). The District shall not be liable to the Contractor or others for its good faith decision to make or not make payment(s) of amounts withheld from the Contractor pursuant to the foregoing. If the District elects to make payments to other of amounts withheld from the Contractor, the District may do so without prior judicial determination; the District will render the Contractor a complete and accurate accounting of amounts withheld and paid to others on behalf of the Contractor.

8.6 Payments to Subcontractors. The Contractor shall pay all Subcontractors for and on account of Work of the Contract performed by such Subcontractors in accordance with the terms of their respective subcontracts and as provided for pursuant to California Public Contract Code §10262, the provisions of which are deemed incorporated herein by this reference. In the event of the Contractor's failure to make payment to Subcontractors in conformity with California Public Contract Code §10262, the provisions of California Public Contract Code §10253 shall apply; by this reference, the provisions of California Public Contract Code §10253 are incorporated herein in its entirety, except that the references in said Section 10253 to "the director" shall be deemed to refer to the District. The Contractor shall timely make payment of retention due Subcontractors in accordance with Public Contract Code §7107.

8.7 Computerized Job Cost Reporting System.

8.7.1 Job Cost Reporting. The Contractor and each Subcontractor with a Subcontract valued at Five Hundred Thousand Dollars (\$500,000) or greater shall maintain a computerized job cost reporting system conforming with the requirements set forth herein. The computer program(s) utilized by the Contractor and applicable Subcontractors shall be subject to the review and acceptance by the District. The job cost reporting systems for the Work shall be updated in regular intervals of not more than one (1) calendar month.

8.7.2 Job Cost Reporting System Requirements. The computerized job cost programs utilized by the Contractor and applicable Subcontractors shall conform and comply with generally accepted accounting principles applied in a consistent manner and with recognized and generally accepted construction industry accounting standards, guidelines and procedures. The job cost reporting system format and configuration shall follow the general format of the District approved Cost

Breakdown and budgets established for each line item shall be traceable to a bid estimate of costs. The job cost reporting systems utilized by the Contractor and applicable Subcontractors shall be capable of: (a) providing overall cost status on a monthly and cumulative basis; (b) providing comparative analysis of the original budgeted costs, actual costs, remaining budget, and projected cost of completion; the job cost reporting system shall be capable of providing comparative analysis for individual line items and the totality of the Work reflected in the job cost report and; (c) tracking adjustments to original budget amounts for Changes to the Work (including, without limitation, issued, pending and potential Change Orders).

8.7.3 Job Cost System Information. Upon request of the District or the Construction Manager, the Contractor and applicable Subcontractors shall make available written job cost reports and provide the District and the Construction Manager with the electronic files of the then current or requested job cost report. The Contractor's obligations hereunder are material.

ARTICLE 9: CHANGES

9.1 Changes in the Work. The District, at any time, by written order, may make Changes within the general scope of the Work under the Contract Documents or issue additional instructions, require additional Work or direct deletion of Work. The Contractor shall not proceed with any Change involving an increase or decrease in the Contract Price or the Contract Time without prior written authorization from the District. The District's right to make Changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Any requirement of notice of Changes in the scope of Work to the Surety shall be the responsibility of the Contractor. Changes to the Work depicted or described in the Drawings or the Specifications shall be subject to approval by the DSA. The District may make Changes to bring the Work or the Project into compliance with environmental requirements or standards established by state or federal statutes and regulations enacted after award of the Contract.

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

adjustment to the Contract Price or the Contract Time on account thereof.

9.3 Contractor Submittal of Data. Within ten (10) days after receipt of a written order directing a Change in the Work or furnishing the written notice regarding any oral order directing a Change in the Work, the Contractor shall submit to the Architect, the Project Inspector, the Construction Manager and the District a detailed written statement setting forth the general nature of the Change, the amount of any adjustment to the Contract Price on account thereof, properly itemized and supported by sufficient substantiating data to permit evaluation of the same, and the extent of adjustment of the Contract Time, if any, required by such Change. No claim or adjustment to the Contract Price or the Contract Time shall be allowed if not asserted by the Contractor in strict conformity herewith or if asserted after Final Payment is made under the Contract Documents.

9.4 Adjustment to Contract Price and Contract Time on Account of Changes to the Work.

9.4.1 Adjustment to Contract Price. Adjustments to the Contract Price due to Changes in the Work shall be determined by application of one of the following methods, in the following order of priority:

9.4.1.1 Mutual Agreement. By negotiation and mutual agreement, on a lump sum basis, between the District and the Contractor on the basis of the estimate of the actual and direct increase or decrease in costs on account of the Change. Upon request of the District or the Architect, the Contractor shall provide a detailed estimate of increase or decrease in costs directly associated with performance of the Change along with cost breakdowns of the components of the Change and supporting data and documentation. The Contractor's estimate of increase or decrease in costs pursuant to the foregoing, if requested, shall be in sufficient detail and in such form as to allow the District, the Project Inspector and the Architect to review and assess the completeness and accuracy thereof. The Contractor shall be solely responsible for any additional costs or additional time arising out of, or related in any manner to, its failure to provide the estimate of costs within the time specified in the request of the District or the Architect for such estimate.

9.4.1.2 Determination by the District. By the District, whether or not negotiations are initiated pursuant to Article 9.4.1.1 above, based upon actual and necessary costs incurred by the Contractor as determined by the District on the basis of the Contractor's records. In the event that the procedure set forth in this Article 9.4.1.2 is utilized to determine the extent of adjustment to the Contract Price on account of Changes to the Work, promptly upon determining the extent of adjustment to the Contract Price, the District shall notify the Contractor in writing of the same; the Contractor shall be deemed to have accepted the District's determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Contractor shall notify the District, the Architect and the Project Inspector, in writing, not more than fifteen (15) days from the date of the District's written notice, of any objection to the District's determination. Failure of the Contractor to timely notify the District, the Architect and the Project Inspector of Contractor's objections to the District's determination of the extent of adjustment to the Contract Price shall be deemed Contractor's acceptance of the District's determination and a waiver of any right

or basis of the Contractor to thereafter protest or otherwise object to the District's determination. Notwithstanding any objection of the Contractor to the District's determination of the extent of any adjustment to the Contract Price pursuant to this Article 9.4.1.2, Contractor shall, pursuant to Article 9.7 below, diligently proceed to perform and complete any such Change.

9.4.1.3 Basis for Adjustment of Contract Price. If Changes in the Work require an adjustment of the Contract Price pursuant to Articles 9.4.1.1 or 9.4.1.2 above, the basis for adjustment of the Contract Price shall be as follows:

9.4.1.3.1 Labor. Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Change. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Change. Use of a labor classification which would increase labor costs associated with any Change shall not be permitted. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the Change, in the maintenance of records relating to the costs of the Change, coordination and assembly of materials and information relating to the Change or performance thereof, or the supervision and other overhead and general conditions costs associated with the Change or performance thereof.

9.4.1.3.2 Materials and Equipment. Contractor shall be compensated for the costs of materials and equipment necessarily and actually used or consumed in connection with the performance of Changes. Costs of materials and equipment may include reasonable costs of transportation from a source closest to the site of the Work and delivery to the Site. If discounts by Material Suppliers are available for materials necessarily used in the performance of Changes, they shall be credited to the District. If materials and/or equipment necessarily used in the performance of Changes are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefor shall not exceed the current wholesale price for such materials or equipment. If, in the reasonable opinion of the District, the costs asserted by the Contractor for materials and/or equipment in connection with any Change is excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials and/or equipment from its supplier or vendor of the same, the costs of such materials and/or equipment and the District's obligation for payment of the same shall be limited to the then lowest wholesale price at which similar materials and/or equipment are available in the quantities required to perform the Change. The District may elect to furnish materials and/or equipment for Changes to the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials and/or equipment or any mark-up thereon.

9.4.1.3.3 Construction Equipment. Contractor shall be compensated for the actual cost of the necessary and direct use of Construction Equipment in the performance of Changes to the Work. Use of such Construction Equipment in the performance of Changes to the Work shall be

compensated in increments of fifteen (15) minutes. Rental time for Construction Equipment moved by its own power shall include time required to move such Construction Equipment to the site of the Work from the nearest available rental source of the same. If Construction Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Construction Equipment is used for performance of any portion of the Work other than Changes to the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, the Project Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. The Contractor shall not be entitled to an allowance or any other compensation for Construction Equipment or tools used in the performance of Changes to the Work where such Construction Equipment or tools have a replacement value of \$500.00 or less. Construction Equipment costs claimed by the Contractor in connection with the performance of any Change to the Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the District, the allowable rate for the use of Construction Equipment in connection with Changes to the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Construction Equipment operator), and any all other costs incurred by the Contractor incidental to the use of such Construction Equipment.

9.4.1.3.4 Mark-up on Costs of Changes to the Work. In determining the price for a Change to the Work, and the extent of increase to the Contract Price resulting from a Change adding to the Work, the allowance for mark-ups on the costs of the Change for all overhead, including home office overhead, field office overhead, and general conditions costs, and profit associated with the Change shall not exceed the percentage set forth in the Special Conditions. If a Change to the Work reduces the Contract Price, no profit, general conditions or overhead costs shall be paid by the District to the Contractor for the reduced or deleted Work. In such event, the adjustment to the Contract Price shall be the actual cost reduction realized by the reduced or deleted Work multiplied by the percentage set forth in the Special Conditions for mark-ups on the cost of a Change adding to the scope of the Work.

9.4.1.3.5 Contractor Maintenance of Records. In the event that Contractor shall be directed to perform any Changes to the Work pursuant to Article 9.1 or 9.2, or should the Contractor encounter conditions which the Contractor, pursuant to Article 9.6, believes would obligate the District to adjust the Contract Price and/or the Contract Time, Contractor shall maintain detailed records on a daily basis. Such records shall include without limitation hourly records for labor and Construction Equipment and

itemized records of materials and equipment used that day in connection with the performance of any Change to the Work. In the event that more than one Change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, Construction Equipment, materials and equipment for each such Change. In the event that any Subcontractor, of any tier, shall provide or perform any portion of any Change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor's Superintendent or Contractor's authorized representative; such signature shall be deemed Contractor's representation and warranty that all information contained therein is true, accurate, complete and relate only to the Change referenced therein. All records maintained by a Subcontractor, of any tier, relating to the costs of a Change to the Work shall be signed by such Subcontractor's authorized representative or Superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect or the Project Inspector upon request. In the event that Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Contract Price on account of any Change to the Work is determined pursuant to this Article, the District's reasonable good faith determination of the extent of adjustment to the Contract Price on account of such Change shall be final, conclusive, dispositive and binding upon Contractor. Contractor's obligation to maintain records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to Changes to the Work.

9.4.2 Adjustment to Contract Time. In the event of any Change(s) to the Work pursuant to this Article 9, the Contract Time shall be extended or reduced by Change Order for a period of time commensurate with the time reasonably necessary to perform such Change. In the event that any Change shall require an extension of the Contract Time, the Contractor shall not be subject to Liquidated Damages for such period of time. If completion of the Work is delayed by causes for which the District is responsible and the delay is unreasonable under the circumstances involved, and not within the contemplation of the Contractor and the District at the time of execution of the Agreement, the Contractor shall not be precluded from the recovery of damages arising therefrom.

9.4.3 Addition or Deletion of Alternate Bid Item(s). If the Bid for the Work includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect, pursuant to this Article to add any such Alternate Bid Item(s) if the same did not form a basis for award of the Contract or delete any such Alternate Bid Item(s) if the same formed a basis for award of the Contract. If the District elects to add or delete any such Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Contractor's Bid. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time shall be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time shall be equitably adjusted.

9.5 Change Orders. If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Education approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article 9.5, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Education to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

9.6 Unilateral Change Orders. A Unilateral Change Order is a Change Order issued by the District before the Contractor and District have agreed on the price and/or time of performance for the Change. The District may, in its sole reasonable discretion, issue a Unilateral Change Order for Changes in the Work approved by the District notwithstanding any objection of the Contractor to the District's determination of the extent of any adjustment to the Contract Price or Contract Time. The District shall issue a Unilateral Change Order only in the event that the procedure set forth in Article 9.4.1.2 is utilized to determine the extent of adjustment to the Contract Price, the District has notified the Contractor in writing of the District's determination, and the Contractor has notified the District, the Architect, and the Project Inspector, in writing, not more than fifteen (15) days from the date of the District's written notice of its objection to the District's determination, or the District's determination has been deemed accepted by the Contractor and the Contractor has waived its right to protest or otherwise object to District's determination by failing to notify the District, the Architect, and the Project Inspector, in writing, not more than fifteen (15) days from the date of the District's written notice of its objection to the District's determination. A Unilateral Change Order shall describe the Change and set forth the adjustment to the Contract Time and Contract Price, if any, and may include, without limitation, direct costs, indirect costs, and/or costs of delay or impact related to, or arising out of, items covered and/or affected by the Change Order. The District shall forward to the Contractor a copy of the proposed Unilateral Change Order at least five (5) days prior to the Board of Education's review and consideration of the Unilateral Change Order for information only. Any Unilateral

Change Order issued hereunder shall be binding upon the District and Contractor only upon action of the District's Board of Education's approval or ratification of same. Any and all claims by the Contractor arising out of such Unilateral Change Order, and/or the Change giving rise to such Unilateral Change Order, shall accrue as of the date of the Board of Education's approval or ratification of each such Unilateral Change Order and shall be subject to the claim provisions set forth in Article 16.11.

9.7 Construction Change Directive. A Construction Change Directive is a written instrument issued by the District directing a Change to the Work prior to the Contractor and District reaching full agreement on an adjustment of the Contract Time and/or Contract Price on account of such Change. The Contractor shall promptly commence and diligently complete any Change to the Work subject to a Construction Change Directive issued hereunder. The Contractor shall not be relieved or excused from its prompt commencement and diligent completion of any Change subject to a Construction Change Directive by virtue of the absence or inability of the Contractor and the District to agree upon the extent of any adjustment to the Contract Time or the Contract Price for such Change. The issuance of a Change Order pursuant to this Article 9 in connection with any Change authorized by the District under this Article 9.1 shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such Change authorized by a Construction Change Directive hereunder. Upon completion of the Work such Change, if the Contractor and District have not agreed on the Contract Time and Contract Price for such Change, District shall issue a Unilateral Change Order pursuant to Article 9.6 hereof.

9.8 Contractor Notice of Changes. If the Contractor should claim that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Project Inspector and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the Project Inspector and the Architect. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article 9.6, any such adjustment shall be determined in accordance with the provisions of Articles 9.4.1 and 9.4.2.

9.9 Disputed Changes. In the event of any dispute or disagreement between the Contractor and the District or the Architect regarding the characterization of any item as a Change

to the Work or as to the appropriate adjustment of the Contract Price or the Contract Time on account thereof, the Contractor shall promptly proceed with the performance of such item of the Work, subject to a subsequent resolution of such dispute or disagreement in accordance with the terms of the Contract Documents. The Contractor's failure or refusal to so proceed with such Work may be deemed to be Contractor's default of a material obligation of the Contractor under the Contract Documents.

9.10 Emergencies. In an emergency affecting the safety of life, or of the Work, or of property, the Contractor, without special instruction or prior authorization from the District or the Architect, is permitted to act at its discretion to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be submitted and determined in accordance with this Article 9.

9.11 Minor Changes in the Work. The Architect may order minor Changes in the Work not involving an adjustment in the Contract Price or the Contract Time and not inconsistent with the intent of the Contract Documents. Such Changes shall be effected by written order and shall be binding on the District and the Contractor. The Construction Manager or the Project Inspector may direct the Contractor to perform Changes provided that each such Change does not result in an increase of more than \$500.00 to the Contract Price and no adjustment of the Contract Time. The Contractor shall carry out such orders promptly.

9.12 Unauthorized Changes. Any Work beyond the extent of Work shown on the Contract Documents, or any extra Work performed or provided by the Contractor without notice to the Architect, the Construction Manager and the Project Inspector in the manner and within the time set forth in Articles 9.2 or 9.6 shall be considered unauthorized and at the sole expense of the Contractor. Work so done will not be measured or paid for, no extension to the Contract Time will be granted on account thereof and any such Work may be ordered removed at the Contractor's sole cost and expense. The failure of the District to direct or order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the Contractor from any liability on account thereof.

ARTICLE 10: SEPARATE CONTRACTORS

10.1 District's Right to Award Separate Contracts. The District reserves the right to perform construction or operations related to the Project with the District's own forces or to award separate contracts in connection with other portions of the Project or other construction or operations at or about the Site. If the Contractor claims that delay or additional cost is involved because of such action by the District, the Contractor shall seek an adjustment to the Contract Price or the Contract Time as provided for in the Contract Documents. Failure of the Contractor to request such an adjustment of the Contract Time or the Contract Price in strict conformity with the provisions of the Contract Documents applicable thereto shall be deemed a waiver of the same.

10.2 District's Coordination of Separate Contractors. The District shall provide for coordination of the activities of the District's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the District in reviewing their respective Construction Schedules when directed to do so. The Contractor shall make any revisions to the Approved Construction Schedule for the Work hereunder deemed

necessary after a joint review and mutual agreement. The Construction Schedules shall then constitute the Construction Schedules to be used by the Contractor, separate contractors and the District until subsequently revised.

10.3 Mutual Responsibility. The Contractor shall afford the District and separate contractors reasonable opportunity for storage of their materials and equipment and performance of their activities at the Site and shall connect and coordinate the Contractor's Work, construction and operations with theirs as required by the Contract Documents.

10.4 Discrepancies or Defects. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the District or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Project Inspector any apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the District's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then discoverable by the Contractor's reasonable diligence.

10.5 Delay to Separate Contractors. If the Contractor fails or refuses, for any reason and at any time, to furnish adequate materials, labor, equipment, tools and/or services to maintain progress of the Work in accordance with the then current Construction Schedule thereby delaying the Work of separate contractor(s), the District may, after seventy two (72) hours advance written notice of same from the District to the Contractor, direct, instruct and authorize the separate contractor(s) to furnish such materials, labor, equipment, tools and/or services necessary to maintain progress of the Work in accordance with the then current Construction Schedule. The District may deduct the amount of any and all such costs, expenses, and/or other charges from the Contract Price then or thereafter due the Contractor. If the Contract Price then or thereafter due the Contractor is insufficient to cover such amounts, Contractor shall pay the additional sum to the District upon demand for same. The assessment and/or withholding of the amount of such costs, expenses, and/or other charges shall be in addition to, and not in lieu of, any liquidated damages assessed and/or withheld from Contractor under Article 7.5 hereof. The District's exercise of rights pursuant to the foregoing shall not be deemed a waiver or limitation of any other right or remedy of the District under the Contract Documents.

ARTICLE 11: TESTS AND INSPECTIONS

11.1 Tests; Inspections; Observations.

11.1.1 Contractor's Notice. If the Contract Documents, laws, ordinances or any public authority with jurisdiction over the Work requires the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the Architect, the Construction Manager and the Project Inspector written notice of the readiness of such Work for observation, testing or inspection at least two (2) working days prior to the time for the conducting of such test, inspection or observation. If inspection, testing or observation is by authority other than the District, the Contractor shall inform the Project Inspector and the Construction Manager not less than two (2) working days prior to the date fixed for such inspection, test or observation. The Contractor shall not cover up any portion of the Work subject to tests, inspections

or observations prior to the completion and satisfaction of the requirements of such test, inspection or observation. In the event that any portion of the Work subject to tests, inspection or approval shall be covered up by Contractor prior to completion and satisfaction of the requirements of such tests, inspection or approval, Contractor shall be responsible for the uncovering of such portion of the Work as is necessary for performing such tests, inspection or approval without adjustment of the Contract Price or the Contract Time on account thereof.

11.1.2 Cost of Tests and Inspections. Except as set forth below, the District will pay for fees, costs and expenses to complete the initial tests/inspections of portions of the Work as required by law, code or regulation, provided that such tests/inspections are conducted and completed at a location within a one hundred (100) mile radius of the Site. The foregoing notwithstanding, if the portion(s) of the Work subject to tests/inspections is/are not ready for such test/inspection at the time indicated in the Contractor's notice under Article 11.1.1 or if upon completion of such test/inspection, the portion(s) of the Work subject to such test/inspection do not meet or exceed the minimum requirements of such test/inspection, the Contractor shall be solely responsible for the payment of all fees, costs or expenses arising out of or related in any manner to subsequent tests/inspections of such portion(s) of the Work. Notwithstanding the District's payment of fees, costs or expenses for conducting initial tests/inspections, if any actions or failures to act of the Contractor or person or entity providing or performing Work under the direction or control of the Contractor require tests/inspections to be conducted over a period of more than eight (8) hours per day by any single person or on weekends/holidays, the Contractor shall be solely responsible for the payment of fees, costs or expenses which result from test/inspection services which exceed eight (8) hours per day by any single person or on weekends/holidays. If any tests/inspections are conducted outside a one hundred (100) mile radius of the Site, the Contractor shall be solely responsible for all costs, fees or expenses to conduct and complete such tests/inspections conducted at such location, including without limitation, costs to complete such tests/inspections and travel, meal and related expenses.

11.1.3 Testing/Inspection Laboratory. The District shall select duly qualified person(s) or testing laboratory(ies) to conduct the tests and inspections to be paid for by the District and required by the Contract Documents. Tests and inspections required of the Work shall be as set forth in the Contract Documents and as required by applicable law, rule or regulation, including without limitation, Title 24 of the California Code of Regulations. Test/inspection standards shall be as set forth in the Contract Documents or established by applicable law, rule or regulation. Where inspection or testing is to be conducted by an independent laboratory or testing agency, materials or samples thereof shall be selected by the laboratory, testing agency, the Project Inspector, the Construction Manager or the Architect and not by the Contractor.

11.1.4 Additional Tests, Inspections and Approvals. If the Architect, the Construction Manager, the Project Inspector or public authorities having jurisdiction over the Work determine that portions of the Work require additional testing, inspection or approval, the Architect will, upon written authorization from the District, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the District, and the Contractor shall give timely notice to the Architect, the Construction Manager and the Project Inspector

of when and where tests and inspections are to be made so the Project Inspector and the Architect may observe such procedures. The District shall bear the costs of such additional tests, inspections or approvals, except to the extent that such additional tests, inspections or approvals reveal any failure of the Work to comply with the requirements of the Contract Documents, in which case the Contractor shall bear all costs made necessary by such failures, including without limitation, the costs of corrections, repeat tests, inspections or approvals and the costs of the Architect's services or its consultants in connection therewith.

11.2 Delivery of Certificates. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager.

11.3 Timeliness of Tests, Inspections and Approvals. Tests or inspections required and conducted pursuant to the Contract Documents shall be made or arranged by Contractor to avoid delay in the progress of the Work. Neither the Contract Time nor Contract Price shall be adjusted on account of the failure of the Contractor to timely arrange for the conduct of required tests/inspections and the Contractor shall be liable to the District for all consequences of such failures, including without limitation, the assessment of Liquidated Damages for delayed Final Completion of the Work resulting from such failure of the Contractor.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 Inspection of the Work.

12.1.1 Access to the Work. All Work and all materials and equipment forming a part of the Work or incorporated into the Work are subject to inspection by the District, the Construction Manager, the Architect and the Project Inspector for conformity with the Contract Documents. The Contractor shall, at its cost and without adjustment to the Contract Price or the Contract Time, furnish any facilities necessary for sufficient and safe access to the Work for purposes of inspection by the District, the Construction Manager, the Architect, the Project Inspector, DSA or any other public or quasi-public authority with jurisdiction over the Work or any portion thereof.

12.1.2 Limitations Upon Inspections. Inspections, tests, measurements, or other acts of the Architect, the Construction Manager and the Project Inspector hereunder are for the sole purpose of assisting them in determining that the Work, materials, equipment, progress of the Work, and quantities generally comply and conform with the requirements of the Contract Documents. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with the Contract Documents. No inspection by the Architect or the Project Inspector shall constitute or imply acceptance of Work inspected. Inspection of the Work hereunder is in addition to, and not in lieu of, any other testing, inspections or approvals of the Work required under the Contract Documents.

12.2 Uncovering of Work. If any portion of the Work is covered contrary to the request of the Architect, the Construction Manager, the Project Inspector or the requirements of the Contract Documents, it must, if required by the Architect or the Project Inspector, be uncovered for observation by the Architect, Construction Manager and the Project

Inspector and be replaced at the Contractor's expense without adjustment of the Contract Time or the Contract Price.

12.3 Rejection of Work. Prior to the District's Final Acceptance of the Work, any Work or materials or equipment forming a part of the Work or incorporated into the Work which is defective or not in conformity with the Contract Documents may be rejected by the District, the Construction Manager the Architect or the Project Inspector and the Contractor shall correct such rejected Work without any adjustment to the Contract Price or the Contract Time, even if the Work, materials or equipment have been previously inspected by the Architect or the Project Inspector or even if they failed to observe the defective or non-conforming Work, materials or equipment.

12.4 Correction of Work. The Contractor shall promptly correct any portion of the Work rejected by the District, the Construction Manager, the Architect or the Project Inspector for failing to conform to the requirements of the Contract Documents, or which is determined by them to be defective, 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 additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby. The Contractor shall bear all costs of correcting destroyed or damaged construction, whether completed or partially completed, of the District or separate contractors, caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents, or which is defective.

12.5 Removal of Non-Conforming or Defective Work. The Contractor shall, at its sole cost and expense, remove from the Site all portions of the Work which are defective or are not in accordance with the requirements of the Contract Documents which are neither corrected by the Contractor nor accepted by the District.

126 Failure of Contractor to Correct Work. If the Contractor fails to commence to correct defective or non-conforming Work within 3 days of notice of such condition and promptly thereafter complete the same within a reasonable time, the District may correct it in accordance with the Contract Documents. If the Contractor does not proceed with correction of such defective or non-conforming Work within the time fixed herein, the District may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage after written notice, the District may sell such materials or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including without limitation compensation for the Architect's services, attorney's fees and other expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Price shall be reduced by the deficiency. If payments of the Contract Price then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and the Surety shall promptly pay the difference to the District.

127 Acceptance of Defective or Non-Conforming Work. The District may, in its sole and exclusive discretion, elect to accept Work which is defective or which is not in accordance with the requirements of the Contract Documents, instead of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable.

ARTICLE 13: WARRANTIES

13.1 Workmanship and Materials. The Contractor warrants to the District that all materials and equipment furnished under the Contract Documents shall be new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents. All Work shall be of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If required by the Architect or the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment incorporated into the Work. Any Work, or portion thereof not conforming to these requirements, including substitutions or alternatives not properly approved in accordance with the Contract Documents may be deemed defective. Where there is an approved substitution of, or alternative to, material or equipment specified in the Contract Documents, the Contractor warrants to the District that such installation, construction, material, or equipment will equally perform the function and have the quality of the originally specified material or equipment. The Contractor expressly warrants the merchantability, the fitness for use, and quality of all substitute or alternative items in addition to any warranty given by the manufacturer or supplier of such item.

13.2 Warranty Work. If, within one year after the date of Final Acceptance, or such other time frame set forth elsewhere in the Contract Documents, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, or otherwise contrary to the warranties contained in the Contract Documents, the Contractor shall commence all necessary corrective action not more than seven (7) days after receipt of a written notice from the District to do so, and to thereafter diligently complete the same. In the event that Contractor shall fail or refuse to commence correction of any such item within said seven (7) day period or to diligently prosecute such corrective actions to completion, the District may, without further notice to Contractor, cause such corrective Work to be performed and completed. In such event, Contractor and Contractor's Performance Bond Surety shall be responsible for all costs in connection with such corrective Work, including without limitation, general administrative overhead costs of the District in securing and overseeing such corrective Work. Nothing contained herein shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract Documents. The obligations of the Contractor hereunder shall be in addition to, and not in lieu of, any other obligations imposed by any special guarantee or warranty required by the Contract Documents, guarantees or warranties provided by any manufacturer of any item or equipment forming a part of, or incorporated into the Work, or otherwise recognized, prescribed or imposed by law. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein.

13.3 Guarantee. Upon completion of the Work, Contractor shall execute and deliver to the District the form of Guarantee included within the Contract Documents. The Contractor's execution and delivery of the form of Guarantee is an express condition precedent to any obligation of the District to disburse the Final Payment to the Contractor.

13.4 Survival of Warranties. The provisions of this Article 13 shall survive the Contractor's completion of Work under the Contract Documents, the District's Final Acceptance or the termination of the Contract. The Surety's obligations under the Performance Bond shall include assumption and discharge of the Contractor's warranty obligations if the Contractor fails or refuses to perform its warranty obligations hereunder in strict conformity herewith.

ARTICLE 14: SUSPENSION OF WORK

14.1 District's Right to Suspend Work. The District may, without cause, and without invalidating or terminating the Contract, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine. The Contractor shall resume and complete the Work suspended by the District in accordance with the District's directive, whether issued at the time of the directive suspending the Work or subsequent thereto.

14.2 Adjustments to Contract Price and Contract Time. In the event the District shall order suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the District; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any such adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the Cost Breakdown submitted by the Contractor pursuant to the Contract Documents. In the event of the District's suspension of the Work, the Contract Time shall be equitably adjusted.

ARTICLE 15: TERMINATION

15.1 Termination for Cause.

15.1.1 District's Right to Terminate. The District may terminate the Contract upon the occurrence of any one or more of the following events of the Contractor's default: (i) if the Contractor refuses or fails to prosecute the Work with diligence as will insure Final Completion of the Work within the Contract Time, or if the Contractor fails to substantially Complete the Work within the Contract Time; (ii) if the Contractor becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within 10 days of receipt of a request for such assurance from the District; (iii) if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; (iv) if the Contractor repeatedly fails to make prompt payments to any Subcontractor, of any tier, or Material Suppliers or others for labor, materials or equipment; (v) if the Contractor disregards laws, ordinances, rules, codes, regulations, orders applicable to the Work or similar requirements of any

public entity having jurisdiction over the Work; (vi) if the Contractor disregards proper directives of the Architect, the Project Inspector or District under the Contract Documents; (vii) if the Contractor performs Work which deviates from the Contract Documents and neglects or refuses to correct such Work; or (viii) if the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the District determines that sufficient cause exists to justify the action, the District may terminate the Contract without prejudice to any other right or remedy the District may have, after giving the Contractor and the Surety at least seven (7) days advance written notice of the effective date of termination. The District shall have the sole discretion to permit the Contractor to remedy the cause for the termination without waiving the District's right to terminate the Contract, or otherwise waiving, restricting or limiting any other right or remedy of the District under the Contract Documents or at law.

15.1.2 District's Rights Upon Termination. In the event that the Contract is terminated pursuant to this Article 15.1, the District may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The District may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Contractor without liability to the Contractor. In exercising the District's right to prosecute the completion of the Work, the District may also take possession of all materials and equipment stored at the site of the Work or for which the District has paid the Contractor but which are stored elsewhere, and finish the Work as the District deems expedient. In exercising the District's right to prosecute the completion of the Work, the District shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the District shall not be required to obtain the lowest figure for completion of the Work. In the event that the District takes bids for remedial Work or completion of the Work, the Contractor shall not be eligible for the award of such contract(s).

15.1.3 Completion by the Surety. In the event that the Contract is terminated pursuant to this Article 15.1, the District may demand that the Surety take over and complete the Work. The District may require that in so doing, the Surety not utilize the Contractor in performing and completing the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within twenty (20) days after demand therefor, the District may take over the Work and prosecute it to completion as provided for above.

15.1.4 Assignment and Assumption of Subcontracts. The District shall, in its sole and exclusive discretion, have the option of requiring any Subcontractor or Material Supplier to perform in accordance with its Subcontract or Purchase Order with the Contractor and assign the Subcontract or Purchase Order to the District or such other person or entity selected by the District to complete the Work.

15.1.5 Costs of Completion. In the event of termination under this Article 15.1, the Contractor shall not be entitled to receive any further payment of the Contract Price until the Work is completed. If the unpaid balance of the Contract Price as of the date of termination exceeds the District's direct and indirect costs and expenses for completing the Work, including without limitation, attorneys' fees and compensation

for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If the District's costs and expenses to complete the Work exceed the unpaid Contract Price, the Contractor and/or the Surety shall pay the difference to the District.

15.1.6 Contractor Responsibility for Damages. The Contractor and the Surety shall be liable for all damage sustained by the District resulting from, in any manner, the termination of Contract under this Article 15.1, including without limitation, attorneys' fees, and for all costs necessary for repair and completion of the Work over and beyond the Contract Price.

15.1.7 Conversion to Termination for Convenience. In the event the Contract is terminated under this Article 15.1, and it is determined, for any reason, that the Contractor was not in default under the provisions hereof, the termination shall be deemed a Termination for Convenience of the District and thereupon, the rights and obligations of the District and the Contractor shall be determined in accordance with Article 15.2 hereof.

15.1.8 District's Rights Cumulative. In the event the Contract is terminated pursuant to this Article 15.1, the termination shall not affect or limit any rights or remedies of the District against the Contractor or the Surety. The rights and remedies of the District under this Article 15.1 are in addition to, and not in lieu of, any other rights and remedies provided by law or otherwise under the Contract Documents. Any retention or payment of monies to the Contractor by the District shall not be deemed to release the Contractor or the Surety from any liability hereunder.

15.2 Termination for Convenience of the District. The District may at any time, in its sole and exclusive discretion, by written notice to the Contractor, terminate the Contract in whole or in part when it is in the interest of, or for the convenience of, the District. In such case, the Contractor shall be entitled to payment for: (i) Work actually performed and in place as of the effective date of such termination for convenience of the District, with a reasonable allowance for profit and overhead on such Work, and (ii) reasonable termination expenses for reasonable protection of Work in place and suitable storage and protection of materials and equipment delivered to the site of the Work but not yet incorporated into the Work, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by payments previously made to the Contractor and as further reduced by the value of the Work as not yet completed. The Contractor shall not be entitled to profit and overhead on Work which was not performed as of the effective date of the termination for convenience of the District. The District may, in its sole discretion, elect to have subcontracts assigned pursuant to Article 15.1.4 above after exercising the right hereunder to terminate for the District's convenience.

ARTICLE 16: MISCELLANEOUS

16.1 Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of California.

16.2 Marginal Headings; Interpretation. The titles of the various Articles of these General Conditions and elsewhere in the Contract Documents are used for convenience of

reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the District or the Contractor and shall have no effect upon the construction or interpretation of the Contract Documents. The Contract Documents shall be construed as a whole in accordance with their fair meaning and not strictly for or against the District or the Contractor.

16.3 Successors and Assigns. Except as otherwise expressly provided in the Contract Documents, all terms, conditions and covenants of the Contract Documents shall be binding upon, and shall inure to the benefit of the District and the Contractor and their respective heirs, representatives, successors-in-interest and assigns.

16.4 Cumulative Rights and Remedies; No Waiver. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District shall constitute a waiver of a right or remedy afforded it under the Contract Documents or at law nor shall such an action or failure to act constitute approval or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

16.5 Severability. In the event any provision of the Contract Documents shall be deemed illegal, invalid, unenforceable and/or void, by a court or any other governmental agency of competent jurisdiction, such provision shall be deemed to be severed and deleted from the Contract Documents, but all remaining provisions hereof, shall in all other respects, continue in full force and effect.

16.6 No Assignment by Contractor. The Contractor shall not sublet or assign the Contract, or any portion thereof, or any monies due thereunder, without the express prior written consent and approval of the District, which approval may be withheld in the sole and exclusive discretion of the District. The District's approval to such assignment shall be upon such terms and conditions as determined by the District in its sole and exclusive discretion.

16.7 Gender and Number. Whenever the context of the Contract Documents so require, the neuter gender shall include the feminine and masculine, the masculine gender shall include the feminine and neuter, the singular number shall include the plural and the plural number shall include the singular.

16.8 Independent Contractor Status. In performing its obligations under the Contract Documents, the Contractor is an independent contractor to the District and not an agent or employee of the District. Nothing contained herein shall be deemed or construed as creating a relationship of employer and employee between the District and the Contractor or any Subcontractors, employees of the Contractor or Subcontractors or their respective agents and representatives. Neither the Contractor, Subcontractors nor any employees of the Contractor or Subcontractors are entitled to any rights or privileges of District employees.

16.9 Notices. Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents,

or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.

1610 Disputes; Continuation of Work. Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

1611 Dispute Resolution; Arbitration.

16.11.1 Claims for \$375,000 or Less. A claim by Contractor against District relating to the Project for \$375,000 or less shall be resolved in accordance with Part 3, Chapter 1, Article 1.5 of the Public Contract Code, §§ 20104 et seq.

16.11.2 All other Claims. Other than a claim by Contractor against District for \$375,000 or less, all claims relating to the Project shall be resolved as follows:

16.11.2.1 Condition Precedent. A claim by Contractor against District shall be presented to the District's Board of Education, and acted upon or deemed rejected as a condition precedent to a suit for money or damages, in accordance with Government Code §§ 900 et seq. The terminology, "a suit for money or damages" is deemed to include a Demand for Arbitration.

16.11.2.2 Arbitration. A claim by Contractor or District against the other shall be resolved by arbitration through JAMS according to its rules and procedures as of the date that Contractor or District files a Demand for Arbitration with JAMS. The location for arbitration shall be the office of JAMS closest to the Site.

16.11.2.3 Statute of Limitations. In no event shall a Demand for Arbitration be filed or served on or after the date when the institution of legal or equitable proceedings upon the claim giving rise to the Demand for Arbitration would be barred by the applicable statute of limitations.

16.11.2.4 Limitation on Arbitrator. Notwithstanding any other provision hereof, the Superior Court shall have sole and exclusive jurisdiction, and an arbitrator shall have no authority, to hear and/or determine a challenge to the institution or maintenance of a proceeding in arbitration of a claim relating to the Project.

16.11.2.5 Discovery. In connection with arbitration, the discovery rights and procedures at Code of Civil Procedure §1283.05 shall apply.

16.11.2.6 Arbitrator's Award. In accordance with Code of Civil Procedure

§1296, the arbitrator's award shall be supported by law and substantial evidence; the District and Contractor hereby expressly agree that a court shall, subject to Code of Civil Procedure §1286.4, vacate the award if after review of the award it determines either that the award is not supported by substantial evidence or that it is based on an error of law. Any arbitration award that does not include written findings of fact and conclusions of law in conformity with Code of Civil Procedure §1296 shall be invalid and unenforceable. Subject to the foregoing provisions of this paragraph, the arbitrator's award shall be final and binding upon District and Contractor.

16.11.2.7 Costs. The expenses and fees of the arbitrator shall be divided equally among the parties to the arbitration. Each party to arbitration shall be responsible for and bear its own attorney fees, witness fees, and other costs and expense incurred in connection with such arbitration. Notwithstanding, the arbitrator may award arbitration costs, including arbitrator fees but excluding attorney fees, to the prevailing party.

16.11.2.8 Confirmation of Award. The confirmation, enforcement, vacation or correction of an arbitration award shall be by the Superior Court for the county in which the Site is situated. The rules for such post-award proceedings shall be as set forth in Code of Civil Procedure §§1285 et seq.

16.11.3 Inapplicability to Bid Bond. The provisions of this Article 16.11 shall not be applicable to disputes, disagreements or enforcement of rights or obligations under the Bid Bond; all claims, disputes and actions to enforce rights or obligations under the Bid Bond shall be adjudicated only by judicial proceedings commenced in a court of competent jurisdiction.

16.11.4 Release of Claims by Contractor. Upon completion of the Work, Contractor shall execute and deliver to the District the form of Release of Claims by Contractor included within the Contract Documents. The Contractor's execution and delivery of the form of Release of Claims by Contractor is an express condition precedent to any obligation of the District to disburse the Final Payment to the Contractor.

1612 Capitalized Terms. Except as otherwise expressly provided, capitalized terms used in the Contract Documents shall have the meaning and definition for such term as set forth in the Contract Documents.

1613 Attorney's Fees. Except as expressly provided for in the Contract Documents, or authorized by law, neither the District nor the Contractor shall recover from the other any attorney's fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder.

1614 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in the Contract Documents is deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make

such insertion or correction.

16.15 Days. Unless otherwise expressly stated, references to "days" in the Contract Documents shall be deemed to be calendar days.

16.16 Prohibited Interests. No employee of the District, who is authorized in such capacity on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or subcontract in connection with the Work shall become directly or indirectly financially interested in the Work or any part thereof.

16.17 No Third Party Beneficiaries. The Parties do not intend that the Contract Documents confer any right or benefit on any person or entity not a party to the Facilities Lease, whether as a third party beneficiary or otherwise.

16.18 Entire Agreement. The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the Contractor, and duly approved or ratified by the District's Board of Education.

[END OF GENERAL CONDITIONS]

SPECIAL CONDITIONS

1. **Application of Special Conditions.** These Special Conditions form a part of the Contract Documents for the Work generally described as: **Asphalt Repair/Seal Project at Muscatel M.S.**

2. **Drawings and Specifications.** The number of sets of the Drawings and Specifications which the District will provide to the Contractor, pursuant to Article 2.1.3 of the General Conditions is N/A. Additional sets of the Drawings and Specifications may be obtained by the Contractor from the District at the cost of reproduction.

3. **Insurance.**

3.1 *Insurance Requirements for Contractor.* Minimum coverage amounts for each policy of insurance required of the Contractor shall be as follows:

Workers Compensation Insurance	In accordance with applicable law	
Employers Liability Insurance	\$1,000,000	
Commercial General Liability Insurance (including coverage for bodily injury, death, property damage)		
Per Occurrence	\$2,000,000	
Aggregate	\$4,000,000	
Automobile Liability Insurance	\$1,000,000	
Builder's Risk		Provided by District

3.2 *Insurance Requirements for Subcontractors.* Minimum coverage amounts for each policy of insurance to be obtained and maintained by each Subcontractor to the Contractor shall be as follows:

Workers Compensation Insurance	In accordance with applicable law	
Employers Liability Insurance	\$1,000,000	
Commercial General Liability Insurance (including coverage for bodily injury, death, property damage)		
Per Occurrence	\$1,000,000	
Aggregate	\$2,000,000	
Automobile Liability Insurance	\$1,000,000	
Builder's Risk		Provided by District

3.1 *Deductible.* Contractor shall indemnify District against District's obligation to pay a deductible under insurance for Builder's Risk maintained by District for the benefit of Contractor; notwithstanding same, Contractor's obligation hereunder with respect to insurance for Builder's Risk shall be for the District's deductible of Ten Thousand Dollars (\$10,000).

3.2 *Additional Insureds.* Additional insured certificates and endorsements naming

Rosemead School District for all required coverage shall be provided to the District by Contractor.

3.3 Other requirements pertaining to insurance.

DESCRIPTION OF OPERATIONS must include the following wording:
"Rosemead School District, its officers, officials, employees, agents, and volunteers are hereby named as additional insured per endorsement attached."

CERTIFICATE HOLDER must read as follows:
Rosemead School District
3907 Rosemead Blvd.
Rosemead, CA 91770

CERTIFICATE MUST BE SIGNED
ADDITIONAL INSURED ENDORSEMENT (AIE):
ISO form "**CG 20 10 11 85**" or **equivalent** must be included.
Name of Person or Organization on endorsement must show: "Rosemead School District, its officers, officials, employees, agents, and volunteers."

INSURANCE CARRIER must have a current A.M. Best rating of no less than (financial strength /:financial size) A-:VII if Admitted in the state of CA., or A:VIII if Non-Admitted.

- 4. Contract Time.** The Commencement Date for the Work shall be the date set forth in the Notice to Proceed ("NTP Date") issued by the District. The District intends, but cannot assure that the NTP Date will be **August 7, 2020**. The Contractor shall achieve Final Completion of the Work within **Five Calendar Days**. The failure of a Contractor to achieve Final Completion within such time will subject the Contractor to Liquidated Damages as set forth in these Special Conditions.
- 5. Schedules and Scheduling Software.** All Schedules to be provided by Contractor to District under Article 7.3 of the General Conditions shall be provided to District in printed form and electronically using a software application pre-approved by District. Contractor shall utilize Sure-Track scheduling software or Primavera scheduling software for this Project.
- 6. Phases.** A Phase is a period of Contract Time during which Work shall be performed and completed at a discrete location of the Site(s). The Table of Phases below sets forth the Phases by number, description and location of Work, commencement date, duration in calendar days, and liquidated damages per calendar day for failure of Contractor to achieve completion of a Phase within the duration for that Phase:

TABLE OF PHASES

Number	Description & Location of Work	Commencement Date	Calendar Days Duration	Liquidated Damages per Calendar Day
1	Mobilization and Contract work at Muscatel	August 10, 2020	5	\$200

Location of Work:

Muscatel Middle School, 4201 Ivar Avenue, Rosemead, CA 91770

6.1 *Coordination of Work with Work of Other Contractors.* Contractor shall fully cooperate with the District and other contractors performing work on other projects at the sites in this project.

6.2 *Site Activity Limitations.*

6.2.1 Contractor shall regulate the use of its forces and equipment as required against public or unauthorized access to the Work and to protect persons, the Work, and existing facilities from damage or injury.

6.2.2 Contractor shall conform its conduct to the requirements of the City of Rosemead with respect to work hours and noise levels. Contractor work hours are 7:00 AM - 5:00 PM Monday through Saturday.

6.2.3 Contractor shall limit its Work so as not to disturb persons beyond the boundaries of the Site.

6.2.4 All limitations on Work activities set forth in these Special Conditions shall be incorporated into and reflected in the Construction Schedules prepared by the Contractor pursuant to the Contract Documents.

6.2.5 No adjustment of the Contract Time or the Contract Price will be allowed due to limitations on Work activities at the Site set forth in these Special Conditions.

7. Liquidated Damages.

7.1 *Final Completion.* The late Final Completion the Work at any of the sites will result in the assessment and withholding of Liquidated Damages for each day of late Final Completion beyond the Contract Time for Final Completion of the Work in the amount of **Two Hundred Dollars (\$200.00)** per calendar day.

7.2 *Phases.* The late completion of each Phase severally will result in the assessment and withholding of Liquidated Damages for each day of late completion of that Phase in the amounts indicated on the Table of Phases.

1) Submittals. The Contractor shall be subject to assessment and withholding of Liquidated Damages if the submittals for **asphalt seal and paint** are not submitted within fifteen (15) calendar days after issuance of the Notice of Award, in the amount of **One-Hundred Dollars (\$100.00)** per day, until these submittals have been received.

7.3 *Withhold of Liquidated Damages.* If at any time the Contractor is subject to assessment of Liquidated Damages for late Final Completion and/or late completion of Submittals, and/or late completion of Phases, the District may

withhold such assessments from the Contract Price then or thereafter due the Contractor. If the assessment of Liquidated Damages exceeds the then remaining balance of the Contract Price, the Contractor and he Surety issuing the Performance Bond shall be jointly and severally liable to the District for assessed Liquidated Damages which exceed the then remaining balance of the Contract Price.

8. Allowances. Not Used.

9. Rain Days. For purposes of Article 7.4.1 of the General Conditions, **Zero (0)** Rain Day(s) is / are expected during the Contract Time for the Work. The Contractor's Construction Schedules prepared pursuant to Article 7 of the General Conditions shall incorporate the Rain Days set forth above. There shall be no adjustment to the Contract on account of unusually severe weather conditions resulting from rainfall until the actual number of Rain Days exceeds the number of Rain Days set forth above.

10. Mark-Ups on Changes to the Work.

10.1 Changes Performed by Contractor. In the event of Changes to the Work, pursuant to Article 9 of the General Conditions, the mark-up for all overhead, including home office overhead, field office overhead, and general conditions costs, and profit shall not exceed **Fifteen percent (15%)** of the direct actual costs for performance of the Change if such Change is performed solely by the Contractor, as determined in accordance with the provisions of Article 9.4 of the General Conditions.

10.2 Changes Performed by Subcontractor. In the event of Changes to the Work, pursuant to Article 9 of the General Conditions, the markup for all overhead, including home office overhead, field office overhead, and general conditions costs, and profit shall not exceed **Twenty percent (20%)** of the direct actual costs for performance of the Change if such Change is performed by the Contractor and Subcontractor(s), or solely by Subcontractor(s). The foregoing limitation on mark-up shall apply regardless of the number of Subcontractors, of any tier, performing any portion of such Change.

10.3 Bond. In addition to the foregoing provisions of this Paragraph, Contractor may add a bond premium fee equal to the lesser of its actual bond premium percentage or **One percent (1%)** of the actual direct costs for performance of the Change.

11. Performance of Changes to the Work. Contractor is not authorized to perform a Change to the Work unless and until directed by the District to do so. If and when the District directs Contractor to perform a Change to the Work, Contractor shall promptly commence and diligently complete such Work. The price for such Change to the Work shall be in accordance with Art. 9.4 of the General Conditions. If the District directs Contractor to perform the Work on a time and materials basis in accordance with Art. 9.4.1.3, Contractor shall provide the District copies of the records that Contractor is required to maintain under Art. 9.4.1.3.5. Contractor shall provide the District copies of such records weekly (or more frequently if required by the District) throughout the Contractor's performance of said Work. The District reserves the right to direct Contractor to perform Changes to the Work in a Constructive Change Directive in accordance with Art. 9.7.

12. Fingerprinting

District's Determination of Fingerprinting Requirement Application is as follows:

The District has considered the totality of the circumstances concerning the Project and as determined that the Contractor and Contractor's employees.

___ are subject to the requirements of Education Code section 45125.2 and Paragraph (a) below.

X are not subject to the requirements of Education Code section 45125.2 and are subject to Paragraph (b) below.

a. Contracts For Construction, Reconstruction, Rehabilitation Or Repair Of A School Facility Involving More Than Limited Contact With Students.

If the District determines, based on the totality of the circumstances concerning the Project, that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code section 45125.2 the Contractor shall, at Contractor's own expense:

1. install a physical barrier to limit contact with students by Contractor and/or Contractor's employees;
2. provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice;
3. require any employee of the Contractor potentially having contact with students to obtain fingerprint clearance as described in Education Code section 45125.1

b. Contracts For Construction, Reconstruction, Rehabilitation Or Repair Of A School Facility Involving Only Limited Contact With Students.

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and/or Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location Contractor and/or Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

12.1 *Unlawful Activities.* No unlawful activity is permitted at the Site. The sale, use, or consumption of alcoholic beverages or tobacco is not permitted at the Site. The identification badge of any person conducting himself in a manner inconsistent with

this Paragraph shall be revoked.

- 12.2 No Adjustment.** The Contractor's compliance with the requirements of this Paragraph and/or the District's enforcement of the requirements of this Paragraph shall not result in adjustment of the Contract Time or the Contract Price.
- 13. Special Activity Days. Zero (0) Special Activity Days** are / is expected during the Contract Time for the Work, for special instructional and/or administrative activities of the District which will limit or preclude Site access by Contractor. Contractor's Construction Schedules prepared pursuant to Article 7 of the General Conditions shall incorporate the Special Activity Days set forth above. There shall be no adjustment to the Contract Time or the Contract Price on account of limitations on or preclusions to Site access resulting from special District activities until the actual number of Special Activity Days exceeds the number of Special Activity Days set forth above.
- 14. District Tests/Inspections.** The Contractor shall fully cooperate with the District's inspector, Engineer, and Project Coordinator for any testing required to verify conformity of the new gas piping systems, water piping systems, sewer piping systems, and their installations, to the most stringent requirements of the plans & specifications, and of agencies having jurisdiction. Contractor shall also fully cooperate with inspection required for verifying conformity of incidental work, such as concrete and asphalt patch-back, and other work required by the District.
- 15. Standardized Forms.** Each and every document generated and/or submitted by the Contractor relating to cost breakdowns, applications for payment, change order requests, requests for information, submittals, verified reports, progress reports, and all other matters relating to the administration of the Work as set forth in the General Conditions, shall be prepared by the Contractor on such forms as may be directed by the District. Unless otherwise expressly provided for in the Contract Documents, all such documents shall be submitted to the District with such frequency as the District may require in its sole reasonable discretion.
- 16. Unit Price Item(s).** Not Used.
- 17. Utility Verification & Protection.** Prior to the commencement of the Work, the contractor shall complete a review of the existing utilities at the site, and of record drawings, to verify their locations. Contractor shall scan the areas where new site gas, water, and sewer lines are to be installed for the presence of existing electrical conduits, cables, and duct banks, and shall mark and take all measures necessary to avoid such existing substructures, while performing the Work, and avoid impacting these existing utilities to the greatest extent possible. Contractor shall repair, at Contractor's sole expense, any existing utilities damaged by the Contractor's Work
- 18. Permits and Fees.** Not Used.
- 19. Facilities/Services for Project Inspector.** The District shall provide any facilities required for the Project Inspector and District Project Coordinator.
- 20. Construction Trailer.** Contractor shall provide his own interim construction trailer and porta-potties for his on-site personnel.
- 21. Supplemental Specifications.** Notwithstanding any provision of the Specifications to the contrary, and in addition to the Work otherwise set forth in the Contract Documents, Contractor shall perform and provide the Work set forth in this Paragraph.

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- 21.1** *Cost Breakdown.* In addition to the requirements on Cost Breakdown at Article 8.2 of the General Conditions:
- 21.1.1** Cost breakdown will be prepared in a manner that separately identifies installations at each site, in the vicinity of each building area.
 - 21.1.2** Total portion of Contractor's Bid Proposal Amount allocated to each site shall be identified in the Cost Breakdown.
 - 21.1.3** A separate line item for the Allowance Amount shall be identified in the Cost Breakdown.
- 21.2** *Documentation Required With Each Change Order Proposal.* Add the following requirements to Article 9.4.1.3.5 of the General Conditions:
- 21.2.1** Contractor shall provide detailed cost breakdown documentation from Subcontractors, on Subcontractor's letterhead, showing Subcontractor's cost breakdown for materials, equipment, and labor, with each Change Order Proposal. This requirement applies to Subcontractors of every tier.
- 21.3** *Security.* In addition to the security requirements set forth elsewhere in the Contract Documents, the Contractor shall:
- 21.3.1** The Contractor's Site supervisor will be issued a key for the Site at the beginning of the Work. The key must not be duplicated, and the Contractor is responsible for returning the key to the District when the Work is completed.
 - 21.3.2** Contractor shall provide and maintain chain link perimeter fencing or steel plates to protect trenches and areas of Work. Contractor shall provide continuous steel plates and continuous barriers at any trenches that will be left exposed or unattended.
- 21.4** *Landscaping, Irrigation Systems, and Pavement.* Prior to commencing any Work which will impact existing irrigation systems, landscaped areas, and paved areas, Contractor shall meet with the District to examine existing irrigation systems, landscaping, and paving and Contractor shall document the conditions and promptly provide District such documentation. Contractor shall temporarily water landscaped areas while the Work of the project is taking place, and shall restore all of same to the original condition as part of the Work. Landscaped areas include areas seeded with grass, or containing other vegetation. Any pavement removed for installing new site gas, water, or sewer lines shall be neatly saw-cut prior to removal, and patched back with equivalent cross-section pavement. All backfill materials shall be clean and free of foreign materials. Minimum compaction of 94% shall be achieved for backfill at paved areas prior to installation of patch-back pavement.
- 21.5** *Final Cleaning of the Site(s).* Prior to completion of the Work, Contractor shall thoroughly clean the site(s) and sweep & wash down all pavement to remove dust and dirt. Contractor shall also properly dispose of all materials associated with removal of existing gas, water, and sewer piping systems.
- 21.6** *Electronic Submission of Certified Payroll Records.* Contractor shall be required to submit certified payroll records electronically, using systems designated by the

DIR (Department of Industrial Relations) twice per month, or more frequently, as required. Electronic submission of certified payroll records for subcontractors of any tier is also required. Contractor shall provide the District with printed copies of certified payroll records upon District request, at a frequency determined by the District or DIR.

22. Rules of Operations. In addition to any other rules of operations required of the Contractor by the District, Contractor shall comply with the rules of operations set forth in this Paragraph.

22.1 Vehicles on School Grounds. This Paragraph applies to the use of vehicles on all school grounds operated by the District.

22.1.1 The District may in its sole discretion bar from school grounds any person found in violation of the requirements of this Paragraph.

22.1.2 No vehicle shall be driven more than three (3) miles per hour.

22.1.3 When children are utilizing play areas, movement of a vehicle must be coordinated with a District representative. A person must walk beside or in front of the vehicle until it reaches the desired location.

22.1.4 Drivers shall yield the right of way to pedestrians at all times.

22.1.5 If the driver of a vehicle is alone, the driver must engage an additional person to guide the vehicle to a location that will best protect children. That person must walk beside or in front of the vehicle until it reaches the desired location.

22.1.6 When directed to stop by any school or District representative, the vehicle will stop immediately and not proceed further without authorization to do so.

22.1.7 All traffic routes must be pre-authorized by a school or District representative, to prevent damage to school property such as gates, irrigation sprinklers, signs, landscaping, and turf.

23. Retention. Any request for Final Payment shall include a request for any retention from Progress Payments previously withheld by the District. Within 60 days after District's receipt of a request for Final Payment, if Final Completion has been achieved in accordance with Art. 7.2.4 of the General Conditions and, if completion has been achieved as that term is used at Public Contract Code section 7107, District shall notify Contractor of the amount, if any, to be withheld from retention pursuant to Public Contract Code section 7107 or section 22300.

24. Progress of the Work. Add the following requirement to General Conditions Paragraph 7.6.1 Progress of Work; If the Contractor fails or refuses, for any reason and at any time, to furnish adequate materials, labor, equipment, tools and/or services to maintain the progress of the Work, the District may, in its sole discretion, after seventy-two (72) hours advance written notice of same from the District to the Contractor, direct, instruct, and authorize a separate contractor selected by the District to furnish such materials, labor, equipment, tools and/or services necessary to maintain progress of the Work. The District may deduct the amount of any and all costs, expenses, and/or other charges incurred thereby from the Contract Price then or thereafter due the Contractor.

[END OF SPECIAL CONDITIONS]

GUARANTEE

District: ROSEMEAD SCHOOL DISTRICT

PROJECT: Asphalt Repair/Seal Project at Muscatel M.S.

Contractor Name: _____

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above-referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of one (1) year from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

Executed at [city], California this ___ day of _____, 20__.

(Signature)

(Handwritten or Typed Name)

RELEASE OF CLAIMS BY CONTRACTOR

Public Contract Code section 7100

District: Rosemead School District

Contractor:

Project:

In accordance with Public Contract Code section 7100, the Contractor hereby releases all claims against the District arising by virtue of the prime contract for the Project between the Contractor and District, except that specifically excluded from the operation of said release are disputed contract claims made by the Contractor, arising by virtue of the prime contract for the Project between the Contractor and District, in the total sum of _____ Dollars(\$_____)

Included in the scope of said release by the Contractor are any pass-through claims of the Contractor on behalf of any subcontractor of the Contractor on the Project, of any tier, with respect to, arising out of, or relating to the Project.

The Contractor hereby acknowledges that the Contractor is informed of the contents and meaning of Civil Code section 1542, and the Contractor hereby waives any and all rights or benefits conferred under Civil Code section 1542.

Dated:

By: _____

Title:

VERIFICATION

I, _____, declare and state as follows:

I am the _____ of _____, the Contractor
(title) (name of Contractor)
named in the foregoing Release of Claims by Contractor. I have read the foregoing Release of Claims by Contractor and know the contents thereof, which I certify to be true to my own personal knowledge. I am authorized to execute and deliver the foregoing Release of Claims by Contractor on behalf of the Contractor.

Executed this _ day of _____ 20 at _____

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

(Signature of Declarant)

Rules of Conduct

PROJECT: Asphalt Repair/Seal Project at Muscatel M.S.

Each contractor and subcontractor performing work on this project shall adhere to the following rules of conduct:

1. Professional and courteous behavior is expected and will be used at all times.
2. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. All contractors; subcontractors, architects, engineers or consultants will be required to wear a badge issued by their company as a means of identification. The badge is to be worn at all times while on the Owner's property. The badge will be visibly noticeable and located on the front of the individual's shirt. All badges are required to be returned to the Owner or designee at the completion of the project as part of the final pay application requirements.
5. All contractors and subcontractors:
 - a. Shall remain in the immediate vicinity of his/her work and will not stray to other areas of the property that do not involve their company's scope of work. All restroom facilities, including student and staff, are not to be used. The contractor is responsible for mobilizing to the construction site, their own portable restroom. Specific rules regarding the portable restroom are indicated in the General Conditions.
 - b. During the regular school year, each school holds classes during daytime hours. Students and staff shall be given unimpeded access to and from the classrooms and administrative areas at all times when classes are being held. Contractors and subcontractors shall not disrupt the existing utilities, which serve the classrooms and administrative offices during the course of the work. Any outages shall be scheduled with the District Project Coordinator at least 1-month in advance of the planned outage.
 - c. Vehicles must be parked each day in the designated area(s). When vehicles need to be removed during school hours, the vehicles shall have lights and flashers engaged, and a "spotter," provided by the contractor and/or subcontractor, leading the vehicle off the District's property. At no time will the vehicle exceed 5 mph.
6. **Rosemead School District** properties are drug free workplaces. This policy shall be strictly enforced.

7. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.
8. The use of any tobacco products on the Owner's property is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor, subcontractor, architect, engineer or consultant shall not be tolerated.
10. All contractors, subcontractors, architects, engineers or consultants shall conform to a dress code whereby:
 - a. No clothing that contains violent, suggestive, derogatory, obscene or racially based material may be worn. This interpretation will be made by the Owner or designee.
 - b. Garments, accessories or personal grooming artifacts with slogans, graphics or pictures promoting drugs, alcohol, tobacco or any other controlled substances that are prohibited to minors will not be allowed.
 - c. Tank top/mid-drift shirts and shorts of any kind are not allowed while on the Owners property.
11. All contractors, subcontractors, architects, engineers or consultants are responsible for their own means of communication including, but not limited to, telephone, cell phone, fax machine. At no time are the Owner's communication systems to be used.
12. All contractors, subcontractors, architects, engineers or consultants personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on the Owner's property is not the responsibility of the Owner and, therefore, any said claims for damages will not be acknowledged.

Non-compliance with any of the above-stated rules of conduct by any contractor, or subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions. I further acknowledge that any delays to the schedule perceived or otherwise, as a result of the Owner/designee removing my employee from the job site, are my company's responsibility.

Authorized Signature

Title

Print Name

Date

Company

**REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER and CERTIFICATION**

Please type or Print

Business Name
Address (Number & Street)
City, State, and Zip Code

Taxpayer Identification Number - I

Social Security Number:

OR

Employer Identification Number _____

Certification - Under Penalties of perjury I certify that:

- (1) The Number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure all interest or dividends, or © the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item (2) does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA) and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct **TIN**.

Please sign here,

Signature _____	Date _____
-----------------	------------

DO NOT send this form to IRS. Give this form to requester.

Project:
BidNo.:
CERTIFICATION OF TAXPAYER I.D. NUMBER

**GUARANTEE, and CERTIFICATION OF NON-ASBESTOS,
NON-LEAD**

PROJECT: Asphalt Repair/Seal Project at Muscatel M.S.

Bid No. 20-21-0001

Guarantee for the above project.

We hereby guarantee that the MATERIALS, PRODUCTS, CABLES, PAINTS, COATINGS and IMPROVEMENTS we have installed in this project at do not contain Asbestos or Lead.

Countersigned

{Proper Name)

(Proper Name)

By

By

(Signature of Subcontractor or General Contractor)

(Signature of General Contractor If for Subcontractor)

Representatives to be contracted for service:

Name: _____

Address: _____

Phone Number: _____

ROSEMEAD UNIFIED SCHOOL DISTRICT

PROJECT: Asphalt Repair/Seal Project at Muscatel M.S.

Bid No. 20-21-0001

**CONDITIONAL WAIVER AND RELEASE ON
PROGRESS PAYMENT**

California Civil Code Section 8132

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Contractor
Name of Customer: Rosemead School District
Job Location(s):
Owner: Rosemead School District
Through Date:

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: Rosemead School District Amount
of Check: \$
Check Payable to: Contractor Company Name

Exceptions:

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release:

Amount(s) of unpaid progress payment(s): \$

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____ Date of Signature: _____

Claimant's Printed Name: _____ Claimant's Title: _____

ROSEMEAD SCHOOL DISTRICT

PROJECT: Asphalt Repair/Seal Project at Muscatel M.S.

Bid No.: 20-21-0001

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

California Civil Code Section 8134

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant:
Name of Customer: Rosemead School District
Job Location(s):
Owner: Rosemead School District
Through Date:

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:\$

Exceptions:

This document does not affect any of the following:
(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (8) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____ Date of Signature: _____
Claimant's Printed Name: _____ Claimant's Title: _____

ROSEMEAD UNIFIED SCHOOL DISTRICT

PROJECT: Asphalt Repair/Seal Project at Muscatel M.S.

Bid No. 20-21-0001

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

California Civil Code Section 8138

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant:
Name of Customer: Rosemead School District
Job Locations:
Owner: Rosemead School District

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions:

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature: _____ Date of Signature: _____
Claimant's Printed Name: _____ Claimant's Title: _____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

PROJECT: Asphalt Repair/Seal Project at Muscatel M.S.

Bid No. 20-21-0001

California Civil Code Section 8136

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Contractor
Name of Customer: Rosemead School District
Job Locations:
Owner: Rosemead School District

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: Rosemead School District
Amount of Check: \$
Check Payable to: Contractor

Exceptions:

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$

Signature

Claimant's Signature: _____ Date of Signature: _____
Claimant's Printed Name: _____ Claimant's Title: _____

ROSEMEAD SCHOOL DISTRICT CONSTRUCTION DIRECTIVE (CD)

SchoolName:

Project Name:

To: (Contractor)

From:

Date:	<input type="text"/>
CD Number:	<input type="text"/>
Project Number:	<input type="text"/>
Bid Number:	<input type="text"/>

You are hereby directed to proceed as follows:

Description:

Proposed Adjustments:

1 The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

Lump Sum increase/decrease of \$ _____

Unit Price of \$ _____ per _____

As provided in Section 7.3 of the General Conditions

As follows: On a time and material basis with a "not to exceed" amount of \$ _____

2 The Contract Time is proposed to (be adjusted). The proposed adjustment, if any, is (an increase of _____ days)

If Contractor contends that this Construction Directive establishes a basis for any adjustment in the Contract Amount, Milestones and/or Contract Time, the Contractor shall submit, pursuant to Section 9.3 of the General Conditions, a detailed written statement (utilizing the Change Order Proposal form) within **30 days** of the date of issuance of this CD.

Authorized By:

Architect: _____
 (Signature)

Project Coordinator: _____

Dated: _____

Dated: _____

ROSEMEAD SCHOOL DISTRICT
DAILY EXTRA WORK REPORT
 for Construction Directive(s) Issued by the District

To Owner:

From Contractor:

School:

Project:

SUBJECT:

ROSEMEAD SCHOOL DISTRICT

CCD Number:	
Report No:	
Date:	
Bid No:	
Page	of

Description of Work in Progress:

Building / Area of Work:

Personnel; By Name, Trade, Classification and Hours:

Equipment and Operator; By Name, Type, Model, Number and Hours:

Materials; By Type and Quantities:

Program Manager: _____
 TONY JOSEPH

Dated: _____

Project Coordinator: _____
 NAME

Dated: _____

ROSEMEAD SCHOOL DISTRICT

ALLOWANCE PROPOSAL AUTHORIZATION

School Name: _____

Project Name: _____

To: *Program Mgr* _____

From: *Contractor* _____

P.O. Number: _____

Initiation Date: _____

Allowance Authorization No.: _____

Project Number: _____

Bid Number: _____

Description of Item(s) to be charged to Contract Allowance is as follows:

Total	\$ _____

A. Original Contract Allowance	_____
B. Net Allowance Disbursements previously authorized	_____
C. Charges to Contract Allowance as a result of this authorization	\$ _____
D. Current Contract Allowance Balance including this authorization	\$ _____

_____	Contractor	_____	Name (Printed)	_____	Date
_____	Architect	_____	Name (Printed)	_____	Date
_____	Project Coordinator	_____	Name (Printed)	_____	Date
_____	Construction Project Manager	_____	Name (Printed)	_____	Date
_____	Bond Program Manager	_____	Name (Printed)	_____	Date
_____	Associate Superintendent, Business & Facilities	_____	Name (Printed)	_____	Date

ROSEMEAD SCHOOL DISTRICT

CHANGE ORDER (CO)

School Name:

Project Name:

To: (Contractor)

From:

P.O.

Date:

Change Order Number:

Project Number:

Bid Number:

A	B	C	D	(CIA)	(B + C) / A
Original Contract Amount	Cumulative Change Order Total to Date (not including this CO)	Amount of this CO	Revised Contract Amount	% of this CO	% Total Cumulative COs (including this CO)
\$		\$ -	#VALUE!	#VALUE!	#VALUE!

You are hereby directed to make the following change(s) in the Contract. Reference COP Number(s):

DESCRIPTION OF WORK:

Indicate Cost For Each COP#	
Total	\$

REASON FOR CHANGE:

Initiator of Change: Contractor Downer Architect

Contract Documents associated with this Change Order are as follows: _____

Change Order Item Code: _____ A/E Fee Yes Project Manager Initials: _____

The Contract Amount due to this Change Order will be Increased Decreased Unchanged by \$ _____

The Contract Time due to this Change Order will be Increased Decreased Unchanged by _____ days

The revised Final Completion date is _____

Milestones in the Contract have been changed as per the attached Schedule

This Request appears valid and is recommended for approval.

	Signature	Name (Print)	Date
Contractor:			
Architect:			
Structural Engineer (as required for DSA)			
Project Coordinator			
Construction Project Manager			
Bond Program Manager			
Associate Superintendent, Business & Facilities			

State of California - Division of the State Architect. Application Number: _____ File Number: _____

ROSEMEAD SCHOOL DISTRICT
CHANGE ORDER PROPOSAL (COP)

School Name: _____

Project Name: _____

To: *Name & Title* _____

From: *Contractor* _____

Date: _____

COP Number: _____

Project Number: _____

Bid Number: _____

Description of Work:

A. Subcontractor Cost of the Work:

_____	\$ _____	-
_____	\$ _____	-
_____	\$ _____	-
_____	\$ _____	-
_____	\$ _____	-
_____	\$ _____	-
_____	\$ _____	-
_____	\$ _____	-
	Subtotal A:	\$ _____ -

B. Contractor Cost of the Work:

Payroll Costs (See attached supporting documentation.)	\$ _____	-
Materials and Equipment (See attached supporting documentation.)	\$ _____	-
Consultant Costs (See attached supporting documentation.)	\$ _____	-
Supplemental Costs (See attached supporting documentation.)	\$ _____	-
	Subtotal B:	\$ _____ -

C. Contractor Fee: (As per General Conditions)

Subtotal C: \$ _____ -

Total = (A + B + C) Total: \$ _____ -

The proposal would Increase Decrease the Contract Time by _____ calendar days.

The proposal does NOT affect the Contract Time.

Contractor's Signature: _____ Printed Name & Title _____ Date _____

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

ROSEMEAD SCHOOL DISTRICT OWNER

ASSESSMENT SUMMARY

School Name: _____ Date: _____
Project Name: _____ Payment Application: _____
Contractor: _____ Project Number: _____
Issued By: _____ Bid Number: _____
Issued To: Accounts Payable

In accordance with the Contract Documents,
the OWNER may withhold the following assessments from payment to the CONTRACTOR:

Current Payment Due (Line 8 from the Application for Payment): _____

The following assessments will be **WITHHELD** from the monthly payment to the CONTRACTOR:

Stop Notices (attach copy of *Notice of Withhold*)

CLAIMANT _____ for _____ x 1.25 = \$ _____
CLAIMANT _____ for _____ x 1.25 = \$ _____
CLAIMANT _____ for _____ x 1.25 = \$ _____
CLAIMANT _____ for _____ x 1.25 = \$ _____

Prevailing Wage Violations \$ _____
Certified Payroll submission penalties \$ _____
Liquidated Damages: _____ days x \$ _____ \$ _____
Punchlist Items (attach copy of *Punchlist*) \$ _____
Other (Specify and attach documentation) \$ _____

Total Amount to be WITHHELD: \$ _____

The following prior assessments will be **RELEASED** and included in the monthly payment to the CONTRACTOR:

Stop Notice RELEASES (attach copy of *Releases*)

CLAIMANT _____ for \$ _____ \$ _____
CLAIMANT _____ for \$ _____
CLAIMANT _____ for \$ _____
CLAIMANT _____ for \$ _____
Other (Specify and attach documentation) \$ _____

Total Amount to be RELEASED: + \$ _____

Adjusted Payment: _____

Adjusted Payment Authorized By: _____ Date _____

ROSEMEAD SCHOOL DISTRICT

PROJECT: Asphalt Repair/Seal Project at Muscatel M.S.

Bid No. 20-21-0001

SCOPE OF WORK AND SPECIFICATIONS

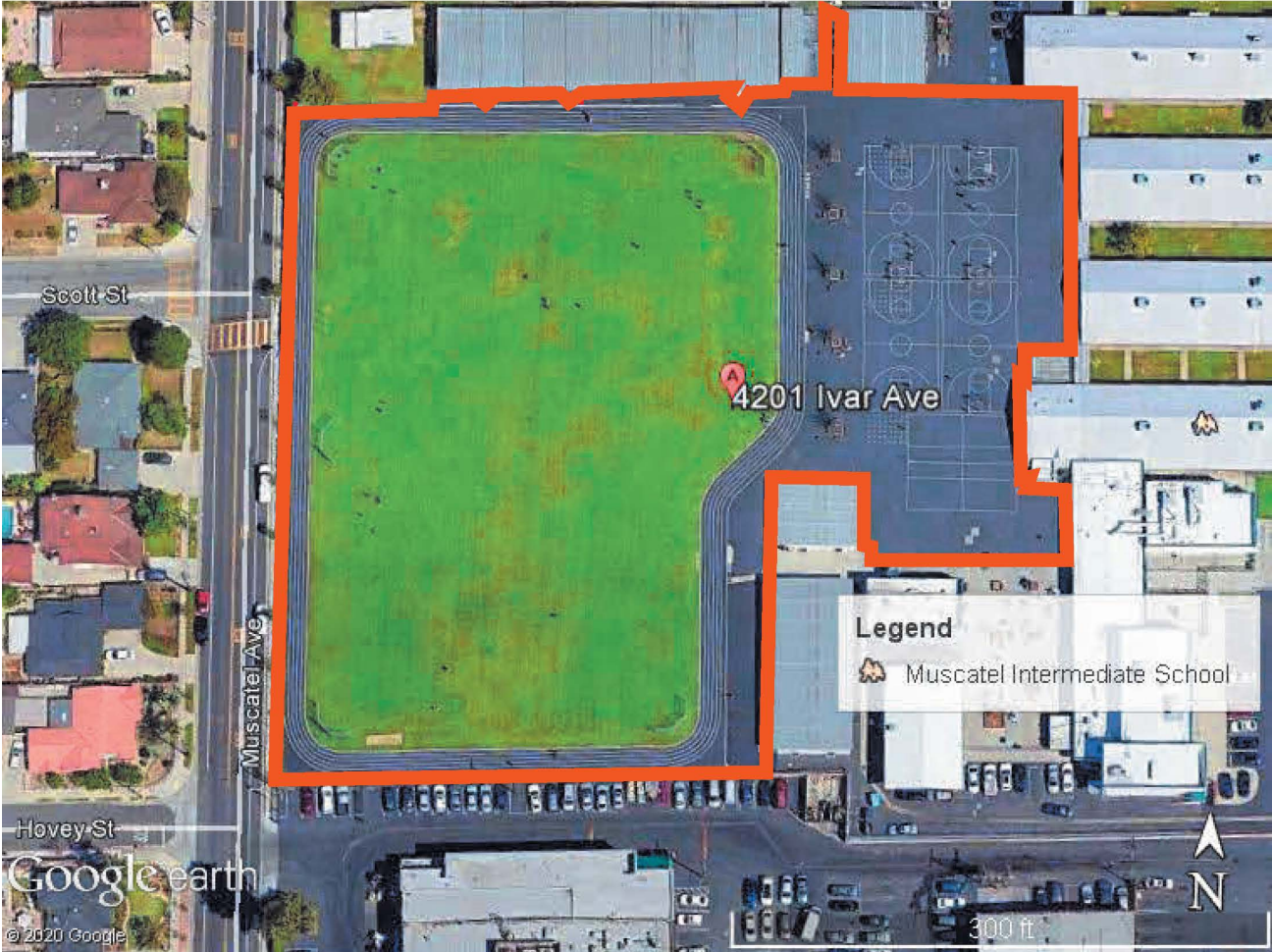
Note: all Exhibit Maps are not to scale and do not represent the complete areas of scope of work, the maps are representational only, all dimensions must be field verified according to the job walk instructions. Contractor is to photograph all striping prior to start of work and replicate during final striping. All final striping and curb painting shall match existing striping unless stated elsewhere in these documents.

1. Grind and resurface approximately 1,114 square feet of existing asphalt in 11 areas. Clean, tack, and resurface areas of low and/or deteriorated asphalt with up to 2" of new hot asphalt. Roll and compact. Taper edges to maintain existing water drainage.
2. Clean cracks of loose debris. Apply cold/emulsified crack seal material to expansion cracks approximately 1/8th " and larger. Recoat larger cracks if crack seal material settles.
3. Clean asphalt of dirt and debris and apply two (2) coats of GuardTop sealer or approved equal to approximately 62,100 square feet of existing asphalt.
4. Restripe and re-stencil painted markings back to original layout, including running track.

PROJECT: Asphalt Repair/Seal Project at Muscatel M.S.

Bid No. 20-21-0001

Approximate area of work is outlined in red.



PART I GENERAL REQUIREMENTS

- A. The Work to be performed under this Contract shall consist of furnishing all plans, tools, equipment, materials, supplies and manufactured articles for the Project. It shall also include the furnishing of all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents.
- B. All bidders' questions regarding specifications and sites are to be submitted as specified in the published notice inviting bids and the instructions to bidders.

SECTION 1 SCOPE OF WORK

- A. The Contract and General Conditions shall govern all parts of the Work and are parts of and apply in full force to these specifications. The Contractor shall refer thereto as forming integral parts of this Contract.
- B. **See Special Conditions for Contract Schedule**
- C. **BEGINNING AND COMPLETION OF THE WORK**
 - 1. Time is the essence of the Contract. The Contractor shall begin the work on the date specified and shall complete all of the work included in the Contract within the time specified. Time stated for completion shall include final cleanup of the premises.
- D. **WORK SEQUENCE**
 - 1. Access to the sites are limited to the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday. Saturday work may be approved in advance by the School District Representative. No work of any nature shall commence in any area before 7:00 a.m. This includes loading, unloading and moving of construction equipment. Work will cease before 5:00p.m.
 - 2. No Sunday work will be approved during this Contract except work considered to be an emergency. The Contractor shall request written authorization from the School District Representative prior to any Sunday work
- E. **SPECIFICATIONS, CODES AND STANDARDS**
 - 1. Whenever in these Specifications references are made to published specifications, codes, standards or other requirements, it shall be understood that only the latest specifications, standards or requirements of the respective issuing agencies which have been published as of the date that the work is advertised for bids shall apply. No requirements set forth herein or shown on the drawings shall be waived because of any provision of, or omission from, said standards or requirements.
 - 2. **General:** Without limiting the general provisions of other portions of the Specifications, all work specified herein shall conform to or exceed the requirements of all applicable codes and the applicable requirements of the following documents to the extent that the provisions of

such documents are not in conflict with the requirements of these Specifications nor the applicable codes.

3. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the School District Representative for clarification and directions prior to ordering or providing any materials or labor. The Contractor shall bid the most stringent requirements.

SECTION 2 MATERIALS AND EQUIPMENT

A. GENERAL

1. The word "Products" as used herein is defined to include purchased items for incorporation into the Work regardless of whether specifically purchased for Project or taken from Contractor's stock of previously purchased products.
2. The word "Materials" is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of work. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.).

B. QUALITY ASSURANCE

1. To the greatest extent possible for each unit of work, the Contractor shall provide products, materials or equipment of a singular generic kind from a single source.
2. Where more than one choice is available as options for Contractor's selection of a product, material, or equipment, the Contractor shall select an option which is compatible with other products, materials, or equipment already selected. Compatibility is a basic general requirement of product/material selections.

C. PRODUCT DELIVERY-STORAGE-HANDLING

1. The Contractor shall deliver, handle, and store products in accordance with manufacturer's written recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

D. TRANSPORTATION AND HANDLING

1. Products shall be transported by methods to avoid product damage and shall be delivered in undamaged condition in manufacturer's dry, unopened containers or packaging.

E. STORAGE AND PROTECTION

1. Products shall be stored in accordance with manufacturer's written instructions, with seals and labels intact and legible. Environmentally-sensitive products shall be stored in weather-tight enclosures, and temperature and humidity levels shall be maintained consistent with the manufacturer's written instructions.
2. Fabricated products stored outside shall be placed on sloped supports above ground. Products subject to deterioration shall be covered with impervious sheet covering; adequate ventilation shall be provided to avoid condensation.
3. Loose granular materials shall be stored on solid surfaces in a self-drained area and shall be prevented from mixing with foreign matter.
4. **Maintenance of Storage:** Stored products shall be subject to periodic inspection on a scheduled basis.

SECTION 3 PROTECTION OF EXISTING FACILITIES

A. GENERAL

1. The Contractor shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.

B. RESTORATION OF PAVEMENT

1. **General:** All paved areas including asphaltic concrete berms cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement owner. All pavements which are subject to partial removal shall be neatly saw cut in straight lines.
2. **Permanent Resurfacing:** In order to obtain a satisfactory junction with adjacent surfaces, the Contractor shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.

C. EXISTING UTILITIES AND IMPROVEMENTS

1. **General:** The Contractor shall protect all underground utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

D. APPROVAL OF REPAIRS

1. All repairs to a damaged improvement are subject to inspection and approval by an authorized representative of the improvement owner before being concealed by backfill or other work

SECTION 4 TEMPORARY ENVIRONMENTAL CONTROLS

A EXPLOSIVES AND BLASTING

1. The use of explosives on the Work will **NOT** be permitted.

B. DUST ABATEMENT

1. The Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operations from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the School District Representative.

C. RUBBISH CONTROL

1. During the progress of the Work, the Contractor shall keep the site of the Work and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the Work site, and shall establish regular intervals of collection and disposal of such materials and waste.
2. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws.
3. The Contractor shall keep city and/or county streets and roads in vicinity of work free from dirt, rubbish, sand, rock, asphalt, concrete or hazards to traffic, pedestrian or motor vehicle.

D. CHEMICALS

1. All chemicals used during Project construction or furnished for Project operations, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.
2. M.S.D.S. sheets for all chemicals to be used in the completion of this Contract are to be submitted to the Director of Maintenance and Operations prior to start of Work
3. All pesticide's or soil sterilization products shall be applied by a licensed pest control

operator in strict accordance with Assembly Bill 2260 Healthy Schools Act of 2000.

4. See District approved weed killer list in Drawings and Specifications for acceptable pre-emergent

E. GENERAL

1. The Contractor shall provide plant and equipment that is adequate for the performance of the Work under this Contract within the time specified. All plant and equipment shall be kept in satisfactory operating condition, shall be capable of safely and efficiently performing the required Work, and shall be subject to inspection and approval by the School District's Representative at any time within the duration of the Contract.

F. POWER AND LIGHTING

1. **Power:** The Contractor shall provide all necessary temporary power required for its operations under the Contract, and shall provide and maintain all temporary power lines required to perform the Work in a safe and satisfactory manner.
2. **Construction Lighting:** All Work conducted at night or under conditions of deficient daylight shall be suitably lighted to insure proper Work and to afford adequate facilities for inspection and safe working conditions.
3. **Approval of Electrical Connections:** All temporary connections for electricity shall be subject to approval of the School District Representative, and shall be removed in like manner at the Contractor's expense prior to final acceptance of the Work by the School District Representative.
4. **Separation of Circuits:** Unless otherwise permitted by the School District Representative, circuits separate from lighting circuits shall be used for all power purposes.
5. **Construction Wiring:** All wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place. All electrical facilities shall conform to the requirements of Title 8, Industrial Relations, Subchapter 5, Electrical Safety Orders, California Administrative Code.

G. WATER SUPPLY

1. **General:** The Contractor will be required to apply for and furnish a deposit for use of the City of Rosemead's construction meter and pay for the actual quantity of water used. The Contractor shall provide all facilities necessary to convey the water from the City-designated source to the points of use in accordance with the requirements of the Contract Documents.
2. The Contractor shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the responsible water company for the use of said fire hydrant or pipeline. For each such connection made, the Contractor shall first attach to the fire hydrant or pipeline a valve and a meter of a size and type acceptable to the water company.
3. The Contractor shall be solely responsible for the adequate functioning of its water supply system and shall be solely liable for any claims arising from the use of same, including discharge or waste of water therefrom.

4. **Potable Water:** All drinking water on the site during construction shall be furnished by the Contractor and shall be bottled water or water furnished in approved metal dispensers. Notices shall be posted conspicuously throughout the site warning the Contractor's personnel that piped water may be contaminated.
5. **Removal of Water Connections:** Before final acceptance of the Work on the Project, all temporary connections and piping installed by the Contractor shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of the School District Representative.
6. **Fire Protection:** The construction plant and all other parts of the Work shall be connected with the Contractor's water supply system and shall be adequately protected against damage by fire.

H. SANITATION

1. **Toilet Facilities:** Fixed or portable chemical toilets shall be provided by the contractor wherever needed for the use of employees.
2. **Sanitary and Other Organic Wastes:** The Contractor shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner in accordance with all laws and regulations pertaining thereto.

I. FIELD OFFICE, EQUIPMENT, AND SERVICES

1. A temporary field office is not a requirement of this Contract.

J. FINAL CLEANUP

1. The Contractor shall promptly remove from the vicinity of the completed Work all rubbish, debris, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the School District will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

K. CLOSEOUT TIMETABLE

1. The Contractor shall establish dates for final inspection and acceptance (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items to allow the School District and its authorized representatives and consultant's sufficient time to schedule attendance at such activities.

L. GENERAL

1. Finished surfaces shall be left in acceptable condition without patch marks, ridges, depressions, defects, etc. All areas shall drain as indicated without puddles.
2. All work and materials shall conform strictly to all requirements of building ordinances, and all Rules and Regulations of the City and/or State of California, or other departments having jurisdiction.

3. Any permits for installation or construction of any kind of the work included in this Contract which are required by any of the legally constituted authorities having jurisdiction shall be obtained and paid for at the proper time by the Contractor, and he shall arrange and pay for any inspections and examinations so required.
4. On completion of work, clean all exposed surfaces soiled by the work, repair all damage caused by the work Remove all debris of the work from the job site and leave the entire installation in a condition ready for use. Contract not completed until this is accomplished.
5. The Contractor will furnish Notice of Completion at the end of job to the Rosemead School District.
6. The Contractor will furnish and erect barricades, remove all fences necessary for the access to the property, and replace all fences removed to facilitate this Contract.

End of Section

SECTION 32 01 17.61

ASPHALT JOINT AND CRACK FILLING COLD POUR APPLICATION

PART 1 GENERAL

1.1 SUMMARY.

- A Includes But Not Limited To
 - 1. Repair cracks in existing hot-mix asphalt pavement as described in Contract Documents.
- B. Related Sections
 - 1. Section 32 12 36 - Asphalt Emulsion Sealer
 - 2. Section 32 12 38 -Asphalt Slurry

1.2 PRICE AND PAYMENT PROCEDURES

- A Unit Prices
 - 1. The contract unit prices indicated in the bid schedule shall apply to this work.
- B. Measurement and Payment
 - 1. If paid by the lineal foot of sealing, Contractor shall supply documentation of area measurements.

1.3 ADMINISTRATIVE REQUIREMENTS

- A Coordination
 - 1. Contractor shall coordinate with affected utilities, transportation agencies, schools, waste disposal companies, and any other pavement users.
 - 2. Contractor shall coordinate with other contractors working on the site.
- B. Sequencing
 - 1. Contractor shall not commence crack filling application until all Storm Water protection BMPs are in place

1.4 SUBMITTALS

- A Datasheet from Manufacturer confirming crack filler properties and cure time required prior to seal coat application.

1.5 QUALITY ASSURANCE

- A Quality Assurance Inspection and/or Testing.
 - 1. Owner may, at their option, have independent quality assurance inspection and testing.
 - a. Inspections may be made during or after the work.
 - b. QA Inspection and testing is for the sole purpose of providing the Owner a greater degree of assurance that the requirements of the contract have been met. QA inspection and testing does not relieve the Contractor of any responsibility to comply with or perform in accordance with the Contract

documents.

1.6 PROJECT CONDITIONS

- A Project Environmental Requirements
 1. Apply crackfiller at ambient temperatures between 50 and 110 degrees F.
 2. Do not apply crackfiller over wet pavement or when precipitation is imminent.

PART 2 PRODUCTS

2.1 MATERIALS

- A Crack Filler
 1. GUARDTOP Crackfiller by Vulcan Materials.
 2. Over Kate Crackfiller by Reed & Graham.
 3. Flex-Grae-Pourable (WC-651) by Western Colloid Products.
 4. TA 300S-M Crack Filler by Tri-American.
 5. Approved equal by owner prior to bid

PART 3 EXECUTION

3.1 PREPARATION

- A Prior to beginning crack repair, remove existing weed growth.
- B. Clean all cracks greater than 1/8 inch wide to a minimum depth of 1/2 inch or to at least 4 times greater depth than width to a maximum depth of 2 inches.
 1. Clean with compressed air at 60 psi and 100 cu ft per minute minimum.
 2. Do not perform cleaning operations when cracks are wet or muddy.
 3. Mechanically remove debris from cracks which cannot be blown out.

3.2 APPLICATION

- A Crack Repair
 1. Apply crackfiller to full depth of crack. Smooth top of applied filler with V shaped squeegee or device leaving filler flush with paving surface.
 - a. At cracks between asphalt paving and concrete, do not allow excess filler on concrete.
 2. Reapply filler multiple times to fill cracks to surface after complete drying.

3.3 CLEANING

- A Upon completion of crack filling operations, clean up and remove debris.

PART 4 PAYMENT

4.1 PAYMENT

- A. All costs associated with crack filling shall be included in the items for seal coat or for slurry seal as enumerated in the bid schedule and shall be considered full compensation for all labor, equipment, and materials required to perform the work as described herein unless a separate and individual bid item is provided in the Bid Schedule.

END OF SECTION

SECTION 32 12 16

HMA PAVING (Hot-Mix-Asphalt)

PART 3 GENERAL

3.1 SUMMARY

- A. Includes But Not Limited To:
 - 1. Furnish and install hot-mix asphalt for repairs to driveways, playgrounds, ramps, pedestrian areas and parking areas as described in Contract Documents.

3.2 REFERENCES

- A. Caltrans Standard Specifications, Section 39, 2010

3.3 SUBMITTALS

- A. Product Data - Manufacturer's published product data on soil sterilant.
- B. Quality Assurance /Control
 - 1. Mix design of hot-mix asphalt mixture.
 - 2. Copies of test results from tests conducted to assure compliance to Contract Document requirements.
 - 3. Current, approved and verified CEM 3511 and CEM 3512.

3.4 PROJECT CONDITIONS

- A. Project Environmental Requirements
 - 1. Do not perform work during following conditions:
 - a. Ambient, base, or pavement temperature below 50 degrees F.
 - b. Over-saturated base and sub-base materials.
 - 1) Base and sub-base to be wheel-rolled by loaded water truck to determine if any voiding occurs under the loading. If deflection is observed, do not perform paving until grade is stable and un-voiding.

PART 4 PRODUCTS

4.1 MATERIALS

- A. Pavement
 - 1. Asphalt Binder - PG 64-10
 - 2. Aggregates
 - a. 3/8" Type A used for leveling courses and surface courses
- B. Tack Coat
 - 1. Tack coat shall be utilized and will be emulsified asphalt Grade RS-1, RS-1h, SS-1, or SS-1h and shall conform to Section 94, 'Asphaltic Emulsions', of the Standard Specifications.

4.2 MIXES

- A. Current, approved and verified GEM 3511 and GEM 3512.
 - 1. Mix voids targeted at 3.5%.
 - 2. TSR to be minimum 70 in accordance with CTM 371.

PART 5 EXECUTION

5.1 PREPARATION

- A. HMA Paving
 - 1. Use self-propelled laydown machine for all surface courses. Base courses for digouts or stabilization areas may be placed with a grader or skip loader.
 - 2. Heat joints if laid more than 3 hours previously.
 - 3. Compaction
 - a. Modify 39-2.03A Testing as follows:
 - "Quality Characteristic: Percent of maximum theoretical density(%) for HMA Type A to 92% to 96%. Retain footnotes e & f. Add the footnotes k through m to this requirement:
 - k. Perform testing in accordance with CT 375 for acceptance, except CT 309 shall replace TMD testing.
 - l. Maximum lot size shall be 500 tons
 - 1) Minimum 3 test sites per location, 1 test for each 50 tons thereafter.
 - 2) Each street segment or pavement area shall be an independent lot(s).
 - 3) Compaction will be the average compaction for the street or pavement area.
 - m. Failing tests shall be verified by coring if requested by the Contractor. Contractor obtains cores at locations randomly determined by Engineer. Engineer tests cores.
 - 1) If requested by the Contractor and approved by the Engineer, non-nuclear gauges may be substituted for use in CT 375.
 - b. If cores are passing, Engineer pays cost of core sampling and core testing. If cores are failing, Contractor pays for testing and core sampling. If the core density testing produces both passing and failing cores, the cost will be prorated between the owner and Contractor.
 - c. The table for deductions indicated in the referenced Caltrans Section 39 shall apply to individual cores. The following table shall apply to deductions for average compaction of a lot:

Reduced Payment Factors for Percent of Maximum Theoretical Density			
HMA Type A Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type A Percent of Maximum Theoretical Density	Reduced Payment Factor
92.0	0.0000	96.0	0.0000
91.9	0.0125	96.1	0.0125
91.8	0.0250	96.2	0.0250
91.7	0.0375	96.3	0.0375
91.6	0.0500	96.4	0.0500
91.5	0.0625	96.5	0.0625
91.4	0.0750	96.6	0.0750
91.3	0.0875	96.7	0.0875
91.2	0.1000	96.8	0.1000
91.1	0.1125	96.9	0.1125
91.0	0.1250	97.0	0.1250
90.9	0.1375	97.1	0.1375
90.8	0.1500	97.2	0.1500
90.7	0.1625	97.3	0.1625
90.6	0.1750	97.4	0.1750
90.5	0.1875	97.5	0.1875
90.4	0.2000	97.6	0.2000
90.3	0.2125	97.7	0.2125
90.2	0.2250	97.8	0.2250
90.1	0.2375	97.9	0.2375
90.0	0.2500	98.0	0.2500
< 90.0	Remove and Replace	> 98.0	Remove and Replace

- d. Field compaction testing performed in accordance with CTM 375 with a minimum of five tests per lot and one test per 50 tons.
 - e. Roll with powered equipment capable of obtaining specified density and smoothness.
 - f. Execute compaction so visibility of joints is minimized. Complete finish rolling to improve asphalt surface as soon as possible after intermediate rolling and while asphalt paving is above 120 deg F surface temperature.
4. Finish
- a. Surface shall be uniform with no 'birdbaths'. Leave finished surfaces clean and smooth. Variations from specified grades shall not exceed 1/2 inch. When tested with 10 foot straight edge, surface of complete work shall not contain irregularities in excess of 1/4 inch.
 - b. Completed surface shall match the texture of the machine laid mat. Areas worked by raking shall have coarse aggregate removed rather than pushed back onto the mat. Any areas of coarse or segregated surface shall be remedied immediately and prior to finish rolling. Failure to comply with this provision shall cause all paving to stop until mat surface corrections are performed.

5. Thickness Tolerances

- a. Total HMA thickness less than or equal to 4 inches.
 - 1) Average thickness shall equal design thickness.
 - 2) Minimum thickness shall be equal to or greater than design thickness minus 1/4 inch.
- b. Total HMA thickness greater than 4 inches.
 - 1) Average thickness shall equal design thickness.
 - 2) Minimum thickness shall be equal to or greater than design thickness minus 1/2 inch

END OF SECTION

SECTION 32 12 36

ASPHALT EMULSION SEALER

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Furnish and install asphalt emulsion sealer on existing asphaltic concrete paving as described in Contract Documents.
 - 2. Removal of existing striping under seal, where new paint markings will not match existing.
- B. Related Sections
 - 1. Section 32 12 16.05 - HMA Repair
 - 2. Section 32 01 17.61 - Asphalt Joint & Crack Filling
 - 3. Section 02788 - Pavement Markings

1.2 SUBMITTAL

- A. Emulsion Sealer Datasheet and Manufactures application recommendations.

1.3 PROJECT CONDITIONS

- A. Project Environmental Requirements
 - 1. Apply sealer at ambient temperatures between 60 and 100 degrees F.
 - 2. **Do not apply sealer prior to BMP protection devices have been installed at storm drain structures.**
 - 3. Do not apply sealer over wet pavement or when precipitation is imminent.

1.4 SEQUENCING

- A. Do not commence work of this Section until completion of pavement repair and crack filling as specified in Section 32 12 16.05 and 32 01 17.61.
- B. Do not place sealer until all other sitework and project clean up is complete.
- C. Apply pavement paint markings after sealer has cured.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Approved Products.
 - 1. Park Top (PT302) by Western Colloid Products
 - 2. GUARDTOP by Vulcan Materials
 - 3. Over Kate by Reed & Graham
 - 4. Poly-Coat TA 1000 by Tri-American

Asphalt Repair/Slurry
Muscatel
Bid No. 20—21-0001

- B. Aggregate
1. Clean washed sand free of silt, clay, salts, and organic matter, and meeting following grading requirements:
 2.

<u>Sieve</u>	<u>Percent of Weight Passing</u>
No. 30	100
No. 40	0 - 15
No. 100	0-2
- C. Latex - per Manufacturer's recommendation.

PART 3 EXECUTION

3.1 PREPARATION

- A. Protection - Protect sign posts; street lamp posts; trees; shrubs; tops of curbs and gutters, sidewalks, buildings, enclosures, and other site improvements from being discolored by splashing asphaltic material.
- B. Surface Preparation
1. Grind or sand blast off existing paint markings that will not be replaced in their identical location after sealing.
 2. Remove grease or oil deposits by heating and scraping.
 3. Remove spillage of any construction related material which has adhered to pavement without damaging the pavement.
 4. Remove debris, sand, dirt, and dust from pavement using power brush, power vacuum sweeper, and blower as necessary.
 5. **Control dust during cleaning operations.**
 6. Remove all mud and residue from striping removal process by power washing. Allow a minimum of 8 hours of drying time prior to sealing.
 7. **Control waste water runoff during washing operation.**
 8. Seal areas damaged by oil or grease in accordance with Manufacturer's recommendations.

3.2 APPLICATION

- A. Follow Sealer Manufacturer's recommendations in regard to moisture conditioning of substrate, priming of substrate, and dilution of sealer.
- B. Apply sealer using power driven machine which continually mixes sealer, water, and sand. Machine shall be equipped with squeegee bar.
- C. Apply two coats minimum. Apply additional coats if necessary to attain Sealer Manufacturer's recommended coverage.
1. First coat shall contain 30 mesh sand with 2 lb aggregate/gal minimum.
 2. Do not add aggregate to second and subsequent coats.

- D. Application Rate - 0.35 gal per sq yd minimum per coat w/ 2.0 % latex additive per manufacturer's recommendation.
- E. **Finished surface shall be smooth, uniform and free of deleterious material stuck to the sealer.**

3.3 PROTECTION

- A. Keep traffic off freshly applied sealer for 24 hours minimum.
- B. Remove any misapplied sealer from sitework concrete, etc. Stained or painted surfaces shall be repainted at the Contractor's expense. Repainted areas shall include entire paint surface.

PART 4 PAYMENT

- A. Payment for the sealcoat application shall be made on a square foot basis as enumerated in the bid schedule. Payment shall include all costs for procuring and applying sealcoat, including all labor, equipment and materials, and no additional payment will be made.

END OF SECTION

SECTION 32 12 38

SLURRY SEAL

PART 1 GENERAL

1.1 SUMMARY

- A. Includes But Not Limited To
 - 1. Furnish and apply slurry seal as described in Contract Documents.
- B. Related Sections
 - 1. Section 32 12 16 - HMA Paving
 - 2. Section 32 01 17.61-Asphalt Joint and Crack Filling.
 - 3. Section 02788 - Pavement Markings

1.2 REFERENCES

- A. American Society For Testing And Materials (most recent revisions)
 - 1. ASTM C 131, 'Standard Test Method for Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine'
 - 2. ASTM D 242, 'Standard Specification for Mineral Filler for Bituminous Paving Mixtures'
 - 3. ASTM D 977, 'Standard Specification for Emulsified Asphalt'
 - 4. ASTM D 2397, 'Standard Specifications for Cationic Emulsified Asphalt'
 - 5. ISSA 'Recommended Performance Guidelines for Emulsified Asphalt Slurry Seal A105 (Revised) March 1998'
- B. Caltrans Standard Specifications, Section 37-2 "Slurry Seal"

1.3 SYSTEM DESCRIPTION

- A. Design Requirements - Meets requirements of International Slurry Seal Association, Type I.

1.4 SUBMITTALS

- A. Slurry Seal Mix Design
- B. Application Truck Calibrations

1.5 PROJECT CONDITIONS

- A. Project Environmental Requirements - Do not apply slurry seal at ambient or surface temperatures below 65 degrees F.
- B. **Protect storm drain inlets with approved BMP devices.**

PART 2 PRODUCTS

2.1 MATERIALS

- A. Asphalt Emulsion
 - 1. Conform to requirements of ASTM D 977 or ASTM D 2397.
 - 2. Percent of emulsion to aggregate shall be between 10 and 18 percent residual asphalt based on dry weight of aggregate.
- B. Latex Additive - Add at plant at rate of 2.5 parts latex to 100 parts emulsified asphalt.
- C. Aggregate
 - 1. Mineral aggregate consisting of natural or manufactured sand, slag, or combination thereof.
 - a. 100 percent crushed material.
 - b. Material shall be clean and free from organic matter and other deleterious substances and show loss of not more than 35 when tested in accordance with ASTM C 131.c. Mineral fillers shall meet requirements of ASTM D 242, and following gradation requirements

<u>Sieve</u>	<u>Percent Passing by Weight</u>
No.4	100
No. 8	90 - 100
No. 16	65 - 90
No.30	40 -65
No. 50	25 -42
No. 100	15 - 30
No.200	10 - 20

- D. Water - Potable and free from harmful soluble salts.

PART 3 EXECUTION

3.1 PREPARATION

- A. Immediately prior to applying slurry, clean surface of loose material, silt spots, vegetation, oil spots, and other objectionable material. Power brooms, power blowers, air compressors, water flushing equipment, and hand brooms are acceptable for cleaning existing pavement.
- B. **Control dust during surface cleaning.**
- C. Perform crack filling in accordance with Section 32 01 17.61 and pavement repairs in accordance with Section 32 12 16.05.
- D. If indicated on the Drawings, apply tack coat of one part emulsion, 3 parts water at rate of 0.05 to 0.10 gal per sq yd.
- E. Tack coat shall be utilized and will be emulsified asphalt Grade RS-1, RS-1h, SS-1, or SS-1h and shall conform to Section 94, 'Asphaltic Emulsions', of the Standard Specifications.

3.2 APPLICATION

- A. Apply in accordance with Section 37-2 "Slurry Seal".
- B. Slurry mixing machine shall be continuous flow mixing unit capable of delivering accurately predetermined proportion of aggregate, water, and asphalt emulsion to mixing chamber and to discharge thoroughly mixed production on continuous basis. Attach to mixer mechanical type squeegee distributor equipped with flexible material in contact with surface to prevent loss of slurry from distributor.
- C. Surface may be pre-wetted by moisture conditioning ahead of slurry box providing no water is accumulated in front of slurry box.
- D. Maintain adequate amounts of slurry in spreader to insure complete coverage. No lumping, balling, unmixed aggregate, or streaking due to oversize aggregate shall be permitted.
- E. Use approved squeegees to spread slurry in areas not accessible to slurry mixer.
- F. Apply at rate of 8 to 12 lbs per sq yd based on dry aggregate weight. The application rate shall be sufficient to provide an average wet thickness of slurry seal of 3/32 inch.
- G. Roll with 6 to 8 ton pneumatic tired roller with minimum contact pressure of 40 psi after emulsion has broken.
- H. No unsightly joints or other visual imperfections are permitted on finished product.
- I. All edges shall be formed using felt or building paper.

3.3 PROTECTION

- A. Allow treated areas to cure 24 hours minimum before opening to traffic.

3.4 QUALITY ASSURANCE

- A. Verify application rate by running the edge of a piece of thick paper (business card or equal) through wet slurry. Line should be at least 3/32 inch thick.
- B. Any portions of the work without sufficient coverage shall receive an additional application of slurry.
- C. **Remove or repair any errantly placed slurry material from concrete or painted surface. Tracked slurry shall be cleaned up immediately. Affected carpets or floors shall be professionally cleaned.**

PART 4 PAYMENT

- A. Slurry Seal application shall be measured and paid for on a square foot basis as enumerated in the bid schedule and shall be considered full compensation for all labor, equipment, and materials required to perform the work as described herein.

END OF SECTION

SECTION 02788

PAVEMENT MARKINGS

PART1 GENERAL

1.1 SUMMARY

- A. Provisions of the General and Special Conditions and Division 01 apply to this Section.
- B. Section Includes:
 - 1. Striping & markings per existing conditions or indicated on drawings.
- C. Related Sections:
 - 1. Section 32 12 36 Asphalt Emulsion Sealer.
 - 2. Section 32 12 38 Asphalt Slurry

1.2 SUBMITTALS

- A. Submit product data in accordance with the Contract requirements.

1.3 PROJECT CONDITIONS

- A. Do not install markings when adverse weather conditions are forecasted.

PART2 PRODUCTS

2.1 MATERIALS

- A. Paint: Water emulsion-based Dura-Stripe paint as manufactured by TMT-Pathway, or equal.

PART3 EXECUTION

3.1 PAVEMENT MARKINGS

- A. Application of Paint:
 - 1. Prior to application of paint, allow the pavement and seal coats to properly cure. Clean and prepare in accordance with paint manufacturer's written recommendations.
 - 2. Provide mechanical equipment to install paint in a uniform, straight or curved pattern, without holidays and other defects.
 - 3. Do not permit traffic until paint has completely cured.

4. Install 3 coats in thickness recommended by manufacturer. Allow adequate dry time between each coat.

B. Marking Width and Color: Unless indicated otherwise, marking width and color are as follows:

	<u>Width</u>	<u>Color</u>
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1. Striping:

a. General 2 or 4 inches White or Yellow

b. Match existing striping in widths, colors and locations.

3.2 PROTECTION

A. Protect the Work of this section until Final Completion.

3.3 CLEANUP

A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

END OF SECTION

