

SAUGUS UNION SCHOOL DISTRICT

Facilities Office
24930 Avenue Stanford
Santa Clarita, CA 91355 (661) 294-5300

PROJECT MANUAL

Mountainview School Exterior Painting Project

Date: February 3, 2020

Bid No. *93015-025*****

**Bid Due: 2:00pm on
Wednesday, February 26, 2020**

TABLE OF CONTENTS**Procurement and Contracting Requirements**

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 01 01	Project Title Page
	00 01 10	Table of Contents
	00 01 15	List of Drawings and Specifications

Solicitation

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 11 16	Notice Inviting Informal Bids

Instructions for Procurement

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 21 13	Instructions to Bidders

Available Information

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 31 19	Existing Conditions

Procurement Forms and Supplements

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 41 13	Bid Form and Proposal
	00 43 13	Bid Bond
	00 43 36	Designated Subcontractors List
	00 45 01	Site Visit Certification
	00 45 19	Non-Collusion Declaration
	00 45 26	Workers' Compensation Certification
	00 45 46.01A	Prevailing Wage and Related Labor Requirements Certification
	00 45 46.02	Disabled Veteran Business Enterprise Participation Certification
	00 45 46.03	Drug-Free Workplace Certification
	00 45 46.04	Tobacco-Free Environment Certification
	00 45 46.05	Hazardous Materials Certification
	00 45 46.06	Lead-Based Materials Certification
	00 45 46.07	Imported Materials Certification
	00 45 46.08	Criminal Background Investigation/ Fingerprinting Certification/ District Identification
	00 45 46.10	Roofing Project Certification
	00 45 90	Post-Bid Interview

Contracting Forms and Supplements

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 51 00	Notice of Award
	00 52 13	Agreement Form
	00 55 00	Notice to Proceed

00 56 00	Escrow Bid Documentation
00 57 00	Escrow Agreement in Lieu of Retention

Project Forms

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 61 13.13	Performance Bond
	00 61 13.16	Payment Bond
	00 63 13	Request for Information Form, Use Procore™
	00 63 25	Substitution Request Form
	00 63 63.01	Change Order Procedure, Use Procore™
	00 63 63.02	Change Order Form, Use Procore™
	00 65 19.26	Agreement and Release of Any and All Claims
	00 65 36	Guarantee Form

Conditions of the Contract

<u>Division 0</u>	<u>Section</u>	<u>Title</u>
	00 73 13	Special Conditions
	00 73 53	Hazardous Materials Procedures and Requirements

General Requirements

<u>Division 1</u>	<u>Section</u>	<u>Title</u>
	01 11 00	Summary of Work

Price and Payment Procedures

<u>Division 1</u>	<u>Section</u>	<u>Title</u>
	01 25 13	Product Options and Substitutions
	01 29 00	Application for Payment and Conditional and Unconditional Waiver and Release Forms
	01 29 00.01	Application for Payment and Certification Request (Hard Copy)
	01 29 00.02	Schedule of Value Form (Hard Copy)

Administrative Requirements

<u>Division 1</u>	<u>Section</u>	<u>Title</u>
	01 31 19	Project Meetings
	01 33 00	Submittals
	01 35 13.23	Site Standards
	01 35 42	Calgreen Requirements

Quality Requirements

<u>Division 1</u>	<u>Section</u>	<u>Title</u>
	01 43 00	Materials and Equipment
	01 45 00	Quality Control

Temporary Facilities and Controls

<u>Division 1</u>	<u>Section</u>	<u>Title</u>
	01 50 00	Temporary Facilities and Controls
	01 50 13	Construction Waste Management and Disposal
	01 50 13.01	Plan Sheet
	01 50 13.02	Report Sheet

Product Requirements

<u>Division 1</u>	<u>Section</u>	<u>Title</u>
	01 64 00	Owner-Furnished Products
	01 66 00	Product Delivery, Storage and Handling

Execution and Closeout Requirements

<u>Division 1</u>	<u>Section</u>	<u>Title</u>
	01 73 29	Cutting and Patching
	01 76 00	Alteration Project Procedures
	01 77 00	Contract Closeout and Final Cleaning
	01 78 23	Operation and Maintenance Data
	01 78 36	Warranties
	01 78 36.01	Warranty/Guarantee
	01 78 39	Record Documents
	01 91 00	Commissioning

Painting

<u>Division 9</u>	<u>Section</u>	<u>Title</u>
	09 90 00	Exterior Painting

Exhibits

Exhibit A	Scope of Work & Site Plan
Exhibit B	Requirements for Disturbance of Lead
Exhibit C	Paint Colors

LIST OF DRAWINGS AND SPECIFICATIONS

DRAWINGS

See plans dated February 3, 2020.

SPECIFICATIONS

See specifications dated February 3, 2020.

END OF DOCUMENT

NOTICE INVITING INFORMAL BIDS

Notice is hereby given that the governing board ("Board") of the **Saugus Union School District** ("District") will receive sealed bids for the following project, **Mountainview School Exterior Painting Project**, Bid No. 93015-025 ("Project" or "Contract"). The Project consists of all labor, materials equipment and services necessary to paint exterior of the school: preparation including, but not limited to repairing wood trim, pressure wash surfaces, repair of cracks, etcetera, as outlined in Exhibit A and painting of all surfaces as outlined in Exhibit A in the contract documents. Contract Documents are available as of February 3, 2020, for review at the Saugus USD website located at <http://www.saugusUSD.org/Departments/Business-Services-/Facilities/index.html>.

Sealed Bids will be received until **Wednesday, February 26, 2020 at 2:00:00 PM**, at the District's Office, at or after which time the bids will be opened and publicly read aloud. All bids shall be on the form provided by the District and must be responsive.

To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations and to possess one or more of the following State of California Contractor Licenses: **A, B, or C-33**. The Bidder's registration and license(s) must remain active and in good standing throughout the term of the Contract.

Prequalification pursuant to the Public Contract Code Section 20111.6 is required in connection with the Project. Contractors may download the CUPCAA prequalification questionnaire and instructions from the District's website at <http://www.saugusUSD.org/Departments/Business-Services-/Facilities/index.html>. The District must receive the prequalification questionnaire and supporting documentation at the Place for Submitting Bids, fifteen (15) days prior to bid opening date.

A mandatory pre-bid conference and site visit will be held on Wednesday, February 12, 2020 at 11:30 AM, at Mountainview Elementary School, 22201 W. Cypress Place, Saugus, CA 91390 ("Site Visit"). All participants are required to sign-in. Failure to attend or tardiness will render bid ineligible, if mandatory.

The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations. For all work performed pursuant to this Agreement, the Contractor and all subcontractors shall pay all workers not less than the general prevailing rate of per diem wages and for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, ("DIR") for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or the DIR website at: <http://www.dir.ca.gov>. This Project is subject to labor compliance monitoring and

The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

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

1. BID EVALUATION

Saugus Union School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.

District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid.

2. PROJECT DESCRIPTION

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

Mountainview School Exterior Painting Project

Bid # **93015-025**

3. BID REQUIREMENTS

Bidders must comply with all of the requirements included in the Notice To Bidders, including but not limited to, the following submissions. Failure of Bidder to provide all required information in a complete and accurate manner may cause the Bid to be considered non-responsive. **Bids must be delivered to the District** and must follow all of requirements listed therein, and must be available for retrieval by the District by the bid opening day and time.

- a. Bids will be opened at or after the time indicated for receipt of bids.
- b. Bidders must submit bids on the documents titled Bid Form and Proposal, and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
- c. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District provided document.
- d. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.

- e. Bidders must supply all, including all full and complete information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject a bid as nonresponsive as a result of any error or omission in the bid.
- f. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - 1) Bid Bond on the District's form or other security
 - 2) Designated Subcontractors List
 - 3) Site-Visit Certification
 - 4) Non-collusion Declaration

4. BID CHECK OR BOND

Bidders must submit with their Bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of base Bid, District Contingency and all additive alternates. If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

If Bidder to whom Contract is awarded fails or neglects to enter into Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

5. SUBCONTRACTORS LIST

Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations. The subcontractor's registration must remain active throughout the term of the Contract. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.

- a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within

24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

- b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - 1) The subcontractor is registered prior to the bid opening.
 - 2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - 3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

6. MODIFICATIONS TO FORMS

Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall not submit to the District a scanned, re-typed, word-processed, or otherwise recreated version of the Bid Form and Proposal or another District-provided document.

7. BID CONDITIONS

Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

- a. Bidder has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
- b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;

- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.

8. CONDITIONS SHOWN ON THE CONTRACT DOCUMENTS

Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Contractor may only rely, on the accuracy of limited types of information.

- a. As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Contractor is required to make such verification as a condition to bidding. In submitting its Bid, Contractor shall rely on the results of its own independent investigation. In submitting its Bid, Contractor shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
- b. As to any subsurface condition shown or indicated in the Contract Documents, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Contractor drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

9. CONDITIONS SHOWN IN REPORTS AND DRAWINGS SUPPLIED FOR INFORMATIONAL PURPOSES

Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:

- a. Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and

- b. Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
- c. These reports and drawings are **not** Contract Documents and, except for any “technical” data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Contractor may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Contractor must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

10. REVIEW OF AS-BUILTS

Bidders may examine any available “as-built” drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of “as-built” drawings. The document entitled Existing Conditions applies to all supplied “as-built” drawings.

11. ADDENDA

All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District’s Representative. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda. Questions received less than **TEN (10)** calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral statements and other interpretations or clarifications shall not be relied upon and will be binding or legal effect.

Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.

12. ACKNOWLEDGEMENT OF ADDENDA

Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.

13. PRODUCTS AND MATERIALS

Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words “or equal.” Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor’s damages and/or claims related, in any way, to that Contractor’s basing its bid on any requested substitution that the District has not approved.

14. SUBSTITUTIONS

Contractors and materials suppliers who submit requests for substitutions prior to the Award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

- a. District must receive any request(s) for substitution(s) a minimum of **TEN (10)** calendar days prior to bid opening, and must include if the substitution(s) would change the Bid price if accepted.
 - 1) The substitution(s) request(s) shall contain sufficient information to assess acceptability of project or system and impact on Project, including, without limitation the requirements specified in the Drawings, Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution(s).
 - 2) See sections 00 63 25 Substitution Request and 01 25 13 Product Options and Substitutions.
- b. District may distribute the substitution(s) request to all bidders and change in the Bid price if accepted.
- c. Within **TEN (10)** days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating a request for substitution containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
- d. Approved substitution(s), if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitution(s) until after bid opening.
- e. Substitution(s) may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.

15. ALTERNATIVES

This Contract may include Alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may or may not, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.

16. IDENTICAL BIDS

The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two (2) or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.

17. TIME FOR COMPLETION

District may issue a Notice to Proceed within **THREE (3)** months from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 3-month period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
- b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 3-month period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 3-month period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.
- c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
- d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.

18. POST AWARD DOCUMENTS

The Bidder to whom Contract is awarded shall execute and submit the following documents by 4:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.

- a. If applicable, Escrow of Bid Documentation: This must include all required documentation. See the document Escrow of Bid Documentation for more information.
- b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- c. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Insurance Certificates and Endorsements as required.
- e. Workers' Compensation Certification.
- f. Prevailing Wage and Related Labor Requirements Certification (this includes the Davis Bacon Act Certification).
- g. Disabled Veterans' Business Enterprise Participation Certification.
- h. Drug Free Workplace Certification

- i. Tobacco Free Environment Certification
- j. Asbestos & Other Hazardous Materials Certification
- k. Lead Based Materials Certification
- l. Imported Materials Certification
- m. Criminal Background Investigation & Fingerprinting Certification
- n. Buy American Certification
- o. Roofing Project Certification
- p. Iran Contracting Act Certification

19. BID PROTEST

Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 4:00 p.m. of the **THIRD (3rd)** business day following bid opening.

- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
- b. A bid protest must contain a complete statement of any and all basis for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
- c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - 1. Without limitation to other basis for protest, an inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - 2. Without limitation to other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (a) The subcontractor is registered prior to the bid opening.
 - (b) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (c) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- d. The protest must include the name, address and telephone number of the person representing the protesting party.

- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedure and time limits set forth in this paragraph is mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

20. DISTRICT RIGHT TO REJECT BIDS

District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.

21. BID DISCREPANCIES

Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.

22. DISTRICT INVESTIGATION RIGHTS

Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

23. TITLES

The titles used in all documents are for convenience only and in no way, define, limit or describe the scope or intent of these documents or any part of it.

END OF DOCUMENT

EXISTING CONDITIONS

1. SUMMARY

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

2. REPORTS AND INFORMATION ON EXISTING CONDITIONS

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

N/A

3. USE OF INFORMATION

- a. Information regarding existing conditions was obtained only for use of District and its consultants, contractors, and tenants for planning and design and is **not** part of the Contract Documents.
- b. District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. Bidder represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by District.

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

4. INVESTIGATIONS/SITE EXAMINATIONS

- a. Before submitting a Bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior approval.
 - (1) Contractor to provide the District's Representative a minimum of twenty-four (24) hours prior notice to site access.

END OF DOCUMENT

BID FORM AND PROPOSAL

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

**Bids shall be submitted to Saugus Union School District located at
24930 Avenue Stanford, Santa Clarita, CA 91355.**

To: Saugus Union School District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of:

PROJECT: **Mountainview School Exterior Painting Project** BID No. **93015-025**

and will accept in full payment for that Work the following total lump sum amount, all taxes included. **The basis of determining the lowest responsible, responsive bidder will be based upon the stated value of the TOTAL BID.**

BASE BID :

_____ dollars \$ _____

Amount shall be shown in both words and figures. In case of discrepancy between the written price and the numerical price, the written price shall prevail.

DISTRICT CONTINGENCY OF \$35,000.00:

Thirty Five Thousand Dollars and No Cents \$ **35,000.00**

Amount shall be shown in both words and figures. In case of discrepancy between the written price and the numerical price, the written price shall prevail.

SUM OF ALL ADDITIVE ALTERNATIVES, IF ANY:

_____ dollars \$ _____

Amount shall be shown in both words and figures. In case of discrepancy between the written price and the numerical price, the written price shall prevail.

TOTAL BID FOR THIS PROJECT = SUM OF ALL NUMBERS ABOVE:

_____ dollars \$ _____

Amount shall be shown in both words and figures. In case of discrepancy between the written price and the numerical price, the written price shall prevail.

ADDITIVE/DEDUCTIVE ALTERNATES:

Alternate #1: _____

_____ dollars \$ _____

Additive/Deductive

Amount shall be shown in both words and figures. In case of discrepancy between the written price and the numerical price, the written price shall prevail.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction. The Contract Documents, including, without limitation, the Drawings and Specifications, must be referred to for the complete scope of Work. Write N/A if there are no Alternates.

The District may, at its discretion, decide to accept or refuse the alternate(s) after the bid opening.

Alternate #2: _____

_____ dollars \$ _____

Additive/Deductive

Amount shall be shown in both words and figures. In case of discrepancy between the written price and the numerical price, the written price shall prevail.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction. The Contract Documents, including, without limitation, the Drawings and Specifications, must be referred to for the complete scope of Work. Write N/A if there are no Alternates.

The District may, at its discretion, decide to accept or refuse the alternate(s) after the bid opening.

ACCEPTANCE OF ADDENDA

Acceptance of the following addenda is hereby acknowledged:

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

1. UNIT COST

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

The basis of determining the lowest responsible, responsive bidder will be based upon the stated value of each of the total bid prices on section 00 41 13-1.

The unit price schedule shall be used for determining the value of potential change orders, and may be used to separately award than the base bid separate contract(s) to a contractor or multiple contractor(s) for additional work at other district locations to be determined at a later date, at the districts discretion, after the initial contracts(s) have been awarded”

Furnish unit prices for each of the named items on a square foot, lineal foot, or per each basis, as applies. Unit prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and supplier(s).

The District may, at its discretion, utilize in valuing additive and/or deductive change orders.

SCHEDULE OF UNIT COST				
Item No.	Description	Unit of Measure	Estimated Quantity	Unit Price
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____
				\$ _____

2. DISTRICT CONTINGENCY

The District Contingency is for the sole and exclusive use by the District. All Change Orders that utilize these funds must be originated by the District.

3. ALLOWANCE

Allowance shall only be allocated for items relating to the Work. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared a change order incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated.

4. REVIEW OF WORK IN CONTRACT DOCUMENTS

The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

5. DISCREPANCIES AND OMISSIONS

The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the District and Architect before bid date to verify the issuance of any clarifying Addenda.

6. WORK COMMENCEMENT AND COMPLETION

The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.

7. LIQUIDATED DAMAGES

The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.

8. DISTRICT BID RIGHTS

It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

9. DOCUMENTS TO BE ATTACHED

The following documents are attached hereto and hereby attests that all required provisions of said forms will be strictly adhered to:

- a. Bid Bond on the District's form or other security.
- b. Designated Subcontractors List.
- c. All other forms listed in the instructions to bidders

10. REQUIRED LICENSE

Bidder acknowledges that the license required for performance of the Work is a **A, B, or C-33** license.

11. LABOR HARMONY

The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

Bidder specifically acknowledges and understands that if it is awarded the Contract that it shall perform that Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.

12. BIDDER COMPETENCY

The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

13. BIDDER RISKS

Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

14. FALSE CLAIMS

Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

THE REMAINDER OF THIS PAGE INTENTIONALLY BLANK

15. BIDDER CERTIFICATION

The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this _____ day of _____ 20 _____

Name of Bidder _____

Type of Organization _____

Signed by _____

Printed Name & Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

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

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No. (DIR): _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT

BID BOND

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

SITE: **Mountainview Elementary School, 22201 W. Cypress Place, Saugus, CA 91390**

PROJECT: **Mountainview School Exterior Painting Project**

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____ as Principal ("Principal"),
and _____ as Surety ("Surety"), a
corporation organized and existing under and by virtue of the laws of the State of California and
authorized to do business as a surety in the State of California, are held and firmly bound unto the
Saugus Union School District ("District") of Los Angeles County, State of California as Obligee, in the sum
of

_____ Dollars (\$ _____)

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the
District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required
under the Contract Documents, after the prescribed forms are presented to Principal for signature,
enters into a written contract, in the prescribed form in accordance with the bid, and files two (2) bonds,
one (1) guaranteeing faithful performance and the other guaranteeing payment for labor and materials
as required by law, and meets all other conditions to the contract between the Principal and the Obligee
becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any
damage sustained by the Obligee through failure of the Principal to enter into the written contract and
to file the required performance and labor and material bonds, and to meet all other conditions to the
Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and
void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above
shall be due immediately if Principal fails to execute the Contract within **seven (7)** days of the date of
the District's Notice of Award to Principal.

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

does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

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

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

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

(Affix Corporate Seal)

Principal

By

(Affix Corporate Seal)

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

DOCUMENT 00 43 36
DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

PROJECT: **Mountainview School Exterior Painting Project**

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

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

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

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

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SITE VISIT CERTIFICATION

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

SITE: Mountainview Elementary School, 22201 W. Cypress Place, Saugus, CA 91390

PROJECT: Mountainview School Exterior Painting Project

Check option that applies:

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

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

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

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
Public Contract Code Section 7106
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

SITE: Mountainview Elementary School, 22201 W. Cypress Place, Saugus, CA 91390

PROJECT: Mountainview School Exterior Painting Project

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 – commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

PREVAILING WAGE CERTIFICATION

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: **Mountainview School Exterior Painting Project**, Site: Mountainview Elementary School, 22201 W. Cypress Place, Saugus, CA 91390, between

Saugus Union School District ("District") and _____

("Contractor" or "Bidder") ("Contract" or "Project").

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, lowest responsive responsible bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract.

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

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
A. <input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSB")*	Complete Part 1 of this form and the Certification
B. <input type="checkbox"/> Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSB (including yours, if applicable), and complete Part 1 of this form and the certification
C. <input type="checkbox"/> NOT disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
D. <input type="checkbox"/> Unable to meet the required participation goals	Complete all of this Certification form	

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

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

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	\$
B. DVBE Subcontractor or Supplier	
1.	
2.	
3.	
4.	
C. Subtotal (A & B)	
D. Non-DVBE	
E. Total Bid	

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

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
A. DGS, which publishes a list of DVBE's; Internet Address: http://www.dgs.ca.gov			*
B. DVBE Organization (List)			*
C. Other			*

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

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

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

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

IF THE DVBE.....	THEN.....	AND.....
was selected to participate	Check “yes” in the “SELECTED” column	include a copy of their DVBE letter(s) from OSB
was NOT selected to participate	Check “NO” in the “SELECTED” column	state why in the “REASON NOT SELECTED” column
did not respond to your solicitation	Check the “NO RESPONSE” column.	
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED	REASON NOT SELECTED
	YES NO	

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

CERTIFICATION

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: **Saugus Contract #** _____ between **Saugus Union School District** ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

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

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

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: **Saugus Contract #** _____ between **Saugus Union School District**
("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

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

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with New Hazardous Material containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

DOCUMENT 00 45 46.06.
LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (**Including Title 8, California Code of Regulations, Section 1532.1**). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

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

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: **Mountainview School Exterior Painting Project**, Site: Mountainview Elementary School, 22201 W. Cypress Place, Saugus, CA 91390 between

Saugus Union School District ("District") and _____
 ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

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

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

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

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name:

Title:

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: **Saugus Contract #** between the **Saugus Union School District** ("District") and ("Contractor" or "Bidder") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

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

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

- ☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(k) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the California Department of Justice may determine that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. No work shall commence until such determination by DOJ has been made.

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- ☒ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- ☒ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

- ☒ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' employees is:

Name: _____

Title: _____

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

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District and undertake to prepare and submit Contractor's fingerprints as if he or she was an employee of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

- ☐ *The Work on the Contract is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) Contractor's employees or any subcontractor or supplier of any tier of the Contract will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.*

As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

District Representative's Signature: _____

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

ROOFING PROJECT CERTIFICATION
DOCUMENT 00 45 46.10-1

information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

POST BID INTERVIEW

PART 1 - GENERAL

A. SUMMARY

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

B. REQUIRED ATTENDANCE

1. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person.
2. The apparent low bidder's authorized representative must have signatory authority on behalf of the apparent low bidder.
3. Failure to attend the Post Bid Interview will be considered just cause for the District to reject the Bid at the District's discretion.

C. POST BID INTERVIEW PROCEDURE

1. The District Representative will review the Bid with the attendees.
2. The District Representative will review the Contract Documents with the attendees, including but not limited to:
 - a. Insurance
 - b. Bonding
 - c. Addenda
 - d. Pre-Bid Clarifications
 - e. Scope of Work
 - f. Bid Packages Descriptions
 - g. Bid Alternates
 - h. Contract Plans
 - i. Contract Specifications
 - j. Project Schedule and Schedule Requirements

- k. Critical Dates Requirement for Other Bid Packages
- l. Prevailing Wage Requirements
- m. Liquidated Damages
- n. Required Documentation for Contract Administration
- o. Contract Coordination Requirements

D. POST BID INTERVIEW DOCUMENTATION

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

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POST BID INTERVIEW

DISTRICT REPRESENTATIVE

24930 Avenue Stanford
Santa Clarita, CA 91355
Phone: 661-294-5300

BIDDER:

DATE:

TIME:

PHONE:

1. INTRODUCTIONS:

Present

CONTRACTOR

CONTRACTOR

[CM]

[CM]

2. PROPOSED CONTRACT:

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

- | | | | |
|----|---|-----|----|
| a. | Do you acknowledge submission of a complete and accurate bid? | Yes | No |
| b. | Do you acknowledge the Bid Document submittal timelines after NOA and NTP and can you meet those timelines? | Yes | No |
| c. | Are you comfortable with your listed subcontractors? | Yes | No |

4. CONTRACTUAL REQUIREMENTS:

- | | | | |
|----|---|-----|----|
| a. | Do you understand you are a prime contractor? | Yes | No |
| b. | Can you meet specified insurance requirements? | Yes | No |
| 1. | Do any of your policies that require Additional Insured endorsements exceed the minimum coverage requirements? | Yes | No |
| 2. | Are you requesting that the District accept an Umbrella or Excess Liability Insurance Policy to meet the policy limit? | Yes | No |
| 3. | Will there be a gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella or Excess Liability Insurance Policy? | Yes | No |
| c. | Will you provide the Performance Bond and Labor and Material Bond for 100% of the Contract Price as stipulated? | Yes | |

1.	Cost for bond: _____%		
2.	Is the cost of your bond in your base bid?	Yes	No
3.	Is your surety licensed to issue bonds in California?	Yes	No
d.	Do you understand the fingerprinting requirements?	Yes	No
e.	Is it understood that all workers must be paid prevailing wage?	Yes	No
f.	Is it understood that all subcontractors of every tier must be registered as a public works contractor with the Department of Industrial Relations?	Yes	No
5. SCOPE OF WORK:			
a.	Acknowledged Receipt of Addenda #1-__	Yes	No
b.	Are the costs for addenda items included in your bid? (if applicable)	Yes	No
c.	Do you have a complete understanding of your Scope of Work under the proposed Agreement?	Yes	No
d.	You have reviewed the documents and understand the Scope of the Work. Are there any items that require clarification? If yes, please identify them.	Yes	No
1.	_____		

2.	_____		

3.	_____		

e.	Is (are) there additional cost(s) for the above item(s)?	Yes	No
f.	Have you reviewed bid alternative(s) #1-__? (if applicable)	Yes	No
g.	Are the costs for bid alternatives included in your bid?	Yes	No
h.	Are the plans and specifications clear and understandable to your satisfaction?	Yes	No
i.	Do you acknowledge that the time to submit notice of requests for substitution of specified materials has expired?	Yes	No

6. SCHEDULE:

- | | | | |
|----|---|-----|----|
| a. | Do you acknowledge and agree to the stipulated completion dates and milestones in the contract? | Yes | No |
| 1. | Will you provide a detailed construction schedule to the District within the required time of the Notice to Proceed, per the contract? | Yes | No |
| 2. | Can you meet the submittal deadline? | Yes | No |
| 3. | Is it understood that the Project schedule is critical and that weekend and overtime work may be required to meet the milestones? | Yes | No |
| 4. | Is it understood that if rain does occur, then all dewatering and protection of work is required, per the contract?
If not, what do you believe must change and why? | Yes | No |
- _____
- _____

- b. Identify critical materials, deliveries, long lead items and other dependencies, including Owner Furnished items that could affect the completion of your work.

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

- | | | | |
|----|---|-----|----|
| c. | Do you understand that there is going to be maintenance and other construction taking place on site during the course of the project? | Yes | No |
|----|---|-----|----|

7. EXECUTION OF WORK

- | | | | |
|----|---|-----|----|
| a. | Do you understand the access to the site? | Yes | No |
| b. | Do you understand the staging area restrictions? | Yes | No |
| c. | Have you included protection of the existing which is to remain? | Yes | No |
| d. | Do you understand that the site is occupied by students, teachers, administrators, parents, etc.? | Yes | No |

8. CONTRACTOR COMMENTS/SUGGESTIONS:

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

9. CONTRACTOR

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

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

Company Name _____

Print Name _____

Signature _____ Title: _____

Date: _____

10. DISTRICT REPRESENTATIVE

Signature _____ Title: _____

Date: _____

Title of Document: POST BID INTERVIEW

Number of Pages: 4

Date of Document: _____

END OF DOCUMENT

NOTICE OF AWARD

Dated: _____ 2019

To: <CONTRACTOR NAME> (Contractor)

To: _____
(Address)

From: Governing Board ("Board") of Saugus Union School District ("District")

PROJECT: _____, Project No. _____.

Contractor has been awarded the referenced Contract on _____, 2019,

including the following Alternative Numbers # _____.

By action of the District's Board. The Contract Price is _____
Dollars (\$ _____), including all Alternatives.

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

MANDATORY REQUIREMENTS

The Contractor shall execute and submit the following documents by 4:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award:

1. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
2. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided by the District and fully executed as indicated on the form.
3. Insurance Certificates and Endorsements as required.
4. Workers' Compensation Certification.
5. Prevailing Wage and Related Labor Requirements Certification.
6. Disabled Veterans' Business Enterprise Participation Certification.
7. Criminal Background Investigation & Fingerprinting Certification.
8. Drug Free Workplace Certification.
9. Tobacco Free Environment Certification.
10. Asbestos & Other Hazardous Materials Certification.
11. Lead Based Materials Certification.
12. Imported Materials Certification.
13. Buy American Certification.
14. Iran Contracting Act Certification.
15. Roofing Project Certification (if applicable)

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

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

SAUGUS UNION SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

AGREEMENT FOR CONSTRUCTION SERVICES

AGREEMENT NUMBER: Saugus Contract #

THIS CONTRACT is made and entered into this _____ day of _____, by and between ("Contractor") and **Saugus Union School District** ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of **(\$<CONTRACT AMOUNT>)** (<BASE BID> + <DISTRICT CONTINGENCY>) ("Contract Price"), the following services ("Services" or "Work"):

paint exterior of the school: preparation including, but not limited to repairing wood trim, pressure wash surfaces, repair of cracks, etcetera, as outlined in Exhibit A and painting of all surfaces as outlined in Exhibit A in the contract documents

2. Contractor shall perform the Work at Mountainview Elementary School, 22201 W. Cypress Place, Saugus, CA 91390 ("Site"). The Project is the scope of Work performed at the Site.
3. Work shall commence on start construction onsite April 4, 2020.
4. Work shall be completed by June 13, 2020.
5. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of One Thousand Dollars and No Cents (\$1,000.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
6. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

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7. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

x	Exhibit “A” (“Scope of Work”)		
	x	Contractor’s Proposal (for fees only)	
x	Exhibit “B” items as checked:		
	x	Noncollusion Declaration	x Roofing Project Certification
	x	Prevailing Wage Certification	x Designated Subcontractors List
	x	Workers’ Compensation Certification	x Insurance Certificates and Endorsements
	x	Criminal Background Investigation / Fingerprinting Certification	x Performance Bond (Over \$25,000)
	x	Drug-Free Workplace Certification	x Payment Bond (Over \$25,000)
	x	Tobacco-Free Environment Certification	Specifications
	x	Asbestos & Other Hazardous Materials Certification	Plans
	x	Lead-Product(s) Certification	
x	Additional Contract Documents		
	x	Notice of Award	x Notice to Proceed

8. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
9. Payment for the Work shall be made in accordance with the Terms and Conditions.
10. The architect for the Project is N/A ("Architect"), the project manager on the Project is Lori Rubenstein, Director of Project Management ("Project Manager"), and the project inspector on the Project is N/A ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Project Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

11. Inspection and acceptance of the Work shall be performed by .
12. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District

Saugus Union School District
ATTN: Lori Rubenstein, Director of Project
Management
24930 Avenue Stanford
Santa Clarita, CA 91355
lrubenstein@saugusud.org

Contractor

<CONTRACTOR NAME>
ATTN: <CONTRACTOR CONTACT>
<CONTRACTOR ADDRESS>
PHONE: <CONTRACTOR PHONE>
<CONTRACTOR EMAIL>

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

13. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of two (2) years from the date of the District's written approval of the Work.
14. The District has contracted for use of Procore Construction Management Software ("Procore Software") in connection with the Project (and other public projects undertaken by the District) at the District's discretion. Notwithstanding anything to the contrary in this Agreement, the Contractor and all Contractor's Sub Contractors shall use the District's Procore Software account for purposes associated with the Project, including, without limitation, to upload Project information and to respond to RFI's, change order requests, payment requests, et cetera. In order to authorize the Contractor's and Contractor's Sub Contractors representatives to use the District's Procore Software account, the Contractor shall provide to the District the name and email address of each of the representatives who will be authorized to use such account, and the District will provide such information to Procore. The Contractor and each Contractor's Sub Contractor shall designate representatives for purposes of the Procore Software who have knowledge and experience with respect to use of construction management software.
15. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.
16. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20____

Saugus Union School District

Signature: _____

Nick Heinlein,

Asst. Superintendent of Business

24930 Avenue Stanford, Santa Clarita, CA 91355

Telephone: (661) 294-5300

Facsimile: (661) 294-7525

E-Mail: nheinlein@saugusd.org

Dated: _____, 20____

<CONTRACTOR NAME>

Signature: _____

Print Name: _____

Print Title: _____

License No.: _____

Registration No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Information regarding Contractor:

Type of Business Entity:

☐ Individual

☐ Sole Proprietorship

☐ Partnership

☐ Limited Partnership

☐ Corporation, State: _____

☐ Limited Liability Company

☐ Other: _____

:

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

TERMS AND CONDITIONS TO CONTRACT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
6. **NOTIFICATION:** Contractor shall notify the Architect and/or District and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.
7. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
9. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers' Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.
12. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.
13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
14. **TRENCH SHORING:** If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
15. **EXCAVATIONS OVER FOUR FEET:** If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety **Code**, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the **Contract**. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the **Contract**. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the **contract**, but shall proceed with all Work to be performed under the **contract**. The Contractor shall retain any and all rights provided either by **Contract** or by law which pertain to the resolution of disputes and protests between the contracting parties.
16. **LEAD-BASED PAINT:** Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and

state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.

17. **STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY:** Contractor shall comply with any Storm Water Pollution Prevention Plan ("SWPPP") that is approved by the District and applicable to the Project, at no additional cost to the District.
18. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.
19. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.
20. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.
21. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein.
22. **DISTRICT'S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) otherwise due to Contractor.
23. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.
24. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

25. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.
26. **CHANGE IN SCOPE OF WORK:** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.
27. **INDEMNIFICATION:**
- 27.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in

part, the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.

- 27.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's defense obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
- 27.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.
- 27.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.
- 27.5 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.
- 27.6 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.
28. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

29. CONTRACTOR'S INSURANCE:

29.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	\$ 2,000,000

29.1.1 **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

29.1.2 **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

29.2 **Proof of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the

required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 29.2.1 A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."
- 29.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.
- 29.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance. An endorsement shall also state that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- 29.2.4 All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.
- 29.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- 30. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of **two (2)** years from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.
- 31. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.
- 32. **LIMITATION OF DISTRICT LIABILITY:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Contract for the services performed in connection with this Contract.
- 33. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs

any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

34. **LABOR CODE REQUIREMENTS:** The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at <http://www.dir.ca.gov/>. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.
- 34.1 Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.
- 34.2 Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.
- 34.3 Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records (“CPR”) electronically using California Department of Industrial Relations’ (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR’s iform (or current form) online on a weekly basis and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.
- 34.4 Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.
35. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

36. **DISABLED VETERAN BUSINESS ENTERPRISES:** Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses SFP Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.
37. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree 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. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions **Code**), arising from purchases of goods, services, or materials pursuant to the Contract or a 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.
38. **CONTRACTOR CLAIMS:** In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.
39. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
40. **TERMINATION:** If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience,

Contractor shall be paid for the actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and five percent (5%) of the total cost of Work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) shall be full compensation for all of Contractor's and its subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

41. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.
42. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.
43. **CALCULATION OF TIME:** For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.
44. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
45. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
46. **DISTRICT WAIVER:** District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
47. **CAPTIONS AND INTERPRETATIONS:** Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.
48. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
49. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
50. **ENTIRE CONTRACT:** This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
51. **NO ORAL MODIFICATIONS:** No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the

parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of

arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF DOCUMENT

DOCUMENT 00 55 00

NOTICE TO PROCEED

Dated: _____, 20__

TO: _____ ("Contractor")

ADDRESS: _____

PROJECT: _____

DIR PROJECT NO.: _____

CONTRACT NO.: _____, SITE: _____ between the Saugus Union School District and Contractor ("Contract").

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

You must submit the following documents by 4:00 p.m. of the **TENTH (10th)** calendar day following the date of this Notice to Proceed:

- a. Contractor's preliminary schedule of construction.
- b. Contractor's preliminary schedule of values for all of the Work.
- c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- d. Contractor's Safety Plan specifically adapted for the Project.
- e. A complete subcontractors list, including the name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts.

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

SAUGUS UNION SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

ESCROW BID DOCUMENTATION

1. REQUIREMENT TO ESCROW BID DOCUMENTATION

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

2. OWNERSHIP OF ESCROW BID DOCUMENTATION

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

3. FORMAT AND CONTENTS OF ESCROW BID DOCUMENTATION

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

4. SUBMITTAL OF ESCROW BID DOCUMENTATION

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

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

5. STORAGE, EXAMINATION AND FINAL DISPOSITION OF ESCROW BID DOCUMENTATION

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

END OF DOCUMENT

ESCROW AGREEMENT IN LIEU OF RETENTION
Public Contract Code Section 22300

(Note: Contractor must use this form.)

This Escrow Agreement ("Escrow Agreement") is made and entered into this _____ day of _____, 20____, by and between the Saugus Union School District ("District"), whose address is 24930 Avenue Stanford, Santa Clarita, California, 91355, and _____ ("Contractor"), whose address is _____, and _____ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is _____

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

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

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

Securities shall be held in name of Saugus Union School District, and shall designate Contractor as beneficial owner.

2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities.

All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Contractor \$ TBD for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Contractor. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

Title

Name

Signature

24930 Ave. Stanford, Santa Clarita, CA 91355

Address

SAUGUS UNION
SCHOOL DISTRICT

On behalf of Contractor:

Title

Name

Signature

Address

ESCROW AGREEMENT IN LIEU OF RETENTION
DOCUMENT 00 57 00-2

On behalf of Escrow Agent:

Title

Name

Signature

Address

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

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

On behalf of District:

Title

Name

Signature

24930 Ave. Stanford, Santa Clarita, CA 91355
Address

On behalf of Contractor:

Title

Name

Signature

Address

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

_____ (Project Name)

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

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

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

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

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

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

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

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

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

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

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

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

END OF DOCUMENT

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

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

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

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

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

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

END OF DOCUMENT



00 63 13.02

FROM:

(Contractor)

REQUEST FOR INFORMATION	Project Name:	RFI#: _____
	District's Project No.:	DATE: _____

TO: **ARCHITECT**
ADDRESSAttn: Project Manager
Email: _____**INITIALS:** _____

Brief Summary of this RFI: (Provide attachment if additional space is needed)

DRAWINGS REFERENCE: _____

SPEC REFERENCE: _____

PROPOSED SOLUTION: (Provide attachment if additional space is needed)

IMPACT CONTRACT TIME: _____

IMPACT CONTRACT PRICE: _____

RESPONSE NEEDED BY:
WHY? (if less than 1 week): _____SUBMITTER'S
SIGNATURE: _____

RESPONSE:

DATE: _____

Architect's Name SIGNATURE

Organization:

Firm Name

PM Initials: _____

SUBSTITUTION REQUEST FORMSITE: **Mountainview Elementary School, 22201 W. Cypress Place, Saugus, CA 91390**PROJECT: **Mountainview School Exterior Painting Project**

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. If substitution is not accepted by the District and bidder indicates “no” below, then bidder may be deemed non-responsive and bid may be rejected.

With this understanding, bidder hereby requests substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied (circle one)	District Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny

This Request Form **must be accompanied by evidence** as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required

design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.10)

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Baseline Schedule Milestones, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragments, if applicable) for the substituted item as required under Article 8.3.2.1. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and Schedules under Article 3.7 and 8.3.2 if the Contractor is awarded the Project.

District Use Only

Substitution Request Review by: _____
Signature of District's Representative _____

Legal Name of Company

Signature of Bidder's Representative

Printed Name of Bidder's Representative

Date

END OF DOCUMENT

CHANGE ORDER PROCEDURE

The District utilizes Procore™ Construction Management Software. The contractor is to utilize Procore™ to submit all change orders unless previously approved by the District Representative.

1. DESCRIPTION

A. Work included:

Make such changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof, as are described in written Change Orders signed by the Owner and the Architect and/or Engineer and issued after execution of the Contract, in accordance with the provisions of this Section.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to the Conditions of the Contract and Sections in Division 1 of these specifications.
2. Changes in the Work are described further in Article 66 of the General Conditions.

2. QUALITY ASSURANCE

Include within the Contractor's quality assurance program such measures as are needed to assure familiarity of the Contractor's staff and employees with these procedures for processing Change Order data.

3. SUBMITTALS

Make submittals to the District Representative, Architect and Engineer through Procore™. Submit the number of copies called for under the various items listed in this Section.

4. PRODUCT HANDLING

The Contractor shall maintain and coordinate a Register of Bulletins and Change Orders at the job site, accurately reflecting current status of all pertinent data as submitted by the Contractor. Make the Register available to the Owner and Architect and/or Engineer for review at their request.

5. PROCESSING CHANGES INITIATED BY THE OWNER

- A. Should the Owner contemplate making a change in the Work or a change in the Contract Time of Completion, the Owner, Architect and/or Engineer will issue a "Bulletin" to the Contractor.
 1. Bulletins will be dated and will be numbered in sequence.

2. The Bulletin will describe the contemplated change, and will carry one of the following instructions to the Contractor:
 - B. Make the described change in the Work at no change in the Contract Sum and no change in the Contract Time of Completion;
 - C. Make the described change in the Work, credit or cost for which will be determined in accordance with Article 66 of the General Conditions;
 1. Promptly advise the Architect and/or Engineer, as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.
 2. If the Contractor has been directed by the Owner, Architect and/or Engineer, to make the described change in the Work at no change in the Contract Sum and no change in the Contract Time of Completion, but the Contractor wishes to make a claim for one or both of such changes, the Contractor shall proceed with the change and shall notify the Owner, Architect and/or Engineer, of its intention to make a claim.
 - D. If the Contractor has been directed by the Architect and/or Engineer, to promptly advise him as to credit or cost proposed for the described change, the Contractor shall:
 1. Analyze the described change and its impact on costs time;
 2. Secure the required information and forward it to the Owner, Architect and/or Engineer for review;
 3. Meet with the Architect and/or Engineer and the Owner as required to explain costs and, when appropriate, determine other acceptable ways to achieve the desired objective;
 4. Alert pertinent personnel and subcontractors as to the impending change and, to the maximum extent possible, avoid such work as would increase the Owner's cost for making the change, advising the Architect and/or Engineer in writing when such avoidance no longer is practicable.

6. PROCESSING CHANGES INITIATED BY THE CONTRACTOR

- A. Should the Contractor discover a discrepancy among the Contract Documents, or other cause for suggesting a change in the Work, a change in the Contract Sum, or a change in the Contract Time of Completion, he shall notify the Owner Architect and/or Engineer.
- B. Contractor shall promptly submit to the Owner, Architect and/or Engineer for submittal to the Owner.
- C. Upon agreement by the Owner Architect and/or Engineer that there is reasonable cause to consider the Contractor's proposed change, the Owner, Architect and/or Engineer, will issue a Bulletin or written direction.

7. PROCESSING BULLETINS / ASI (And/or Work Orders)

- A. Make written reply to the Architect and/or Engineer in response to each Bulletin.
 - 1. State proposed change in the Contract Sum, if any.
 - 2. State proposed change in the Contract Time of Completion, if any. (There will be no additional time allotted for completion of the Project, including all overtime as required.)
- B. Clearly describe other changes in the Work required by the proposed change.
 - 1. Contractor to include full backup data such as subcontractor's letter of proposal or similar information. (Including quantities and unit lists for labor and material.)
 - 2. Submit this response in single copy to the Owner, Architect and/or Engineer, through Procore™.
- C. When cost or credit for the change has been agreed upon by the Owner, Architect and/or Engineer and the Contractor will prepare a "Change Order" and submit to the Contractor, for signatures.
- D. Upon receipt of Contractor's signature, forward back to Owner, Architect and/or Engineer for submittal and distribution to Owner and other parties, through Procore™.

8. PROCESSING CHANGE ORDERS

- A. Change Orders will be dated, numbered in sequence and contain the Division of State Architect (D.S.A). Application No. and File No. as well as Office of Public School Construction (O.P.S.C.) Application No. and File No. (D.S.A. and O.P.S.C. No.'s required only if applicable.)
- B. Each change order shall include the following information:
 - 1. A detailed description of the change required, with back-up documentation (Bulletin, Change Order Request, cost data, letters, etc.).
 - 2. The reason for the change.
 - 3. Who requested the change.
 - 4. The dollar amount of each item (add, deduct, or no cost).
 - 5. The SUSD Bid No. must be on all change orders

- C. The Owner, Architect and/or Engineer shall review, approve, and sign the Change Orders.
- D. The District will distribute the required number of copies minimum of one (1) and electronic copy and / or through Procore™, as determined by the District, of each Change Order prepared, signed and submitted to the Owner.
 - 1. The Architect and/or Engineer will retain one signed copy in his file, will forward the other signed copies to the D.S.A. and O.P.S.C. for approval (if applicable).
 - 2. The Owner, upon approval, will sign all copies, retain one signed copy for their file and return the remaining copies for distribution to the Architect and/or Engineer
 - 3. All Change Orders and Addenda must be approved by D.S.A., (if applicable) in accordance with Section 4-338 Title 24, Part 1, C.C.R. and O.P.S.C. (if applicable) prior to change being made in the Work.
 - 4. All Change Orders must be approved by the Owner's Board prior to the Contractor invoicing the Owner for that change.

END OF DOCUMENT



DOCUMENT 00 63 63.02

CHANGE ORDER FORM**PRIOR WRITTEN DISTRICT AUTHORIZATION IS REQUIRED FOR HARD COPY SUBMITTAL**

Saugus Union School District
24930 Avenue Stanford
Santa Clarita, CA 91355

CHANGE ORDER NO.:**CHANGE ORDER**

Site:
Bid No.:

Project:

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

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

Owner: Saugus USD
24930 Avenue Stanford
Santa Clarita, CA 91355

Contractor: [Name / Address]

Architect: [Name / Address]

Project Inspector: [Name / Address]

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

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
	<u>Add Equipment</u> (attach suppliers' invoice)		
	<u>Subtotal</u>		
	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)		
	<u>Subtotal</u>		
	<u>Add overhead and profit for Contractor</u> , not to exceed five percent (5%) of Item (f)		
	<u>Subtotal</u>		
	<u>Add Bond and Insurance</u> , not to exceed one and a half percent (1.5%) of Item (h)		
	<u>TOTAL</u>		
	<u>Time</u> (zero unless indicated)	_____ Calendar Days	

	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
	<u>Add Equipment</u> (attach suppliers' invoice)		
	<u>Subtotal</u>		
	<u>Add overhead and profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (d)		
	<u>Subtotal</u>		
	<u>Add Bond and Insurance</u> , not to exceed one and a half percent (1.5%) of Item (f)		
	<u>TOTAL</u>		
	<u>Time</u> (zero unless indicated)	_____ Calendar Days	

The undersigned Contractor approves the foregoing as to the changes, if any, and the Cost, if any, specified for each item and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein.

This change order is subject to approval by the governing board of this district and must be signed by the District.

The compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractors costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

Contractor:

[Name]

Date

[Name]

Date

Architect:

Project Inspector:

[Name]

Date

[Name]

Date

END OF DOCUMENT

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

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

RECITALS:

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

The Work under the Contract has been completed.

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

AGREEMENT

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

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

- B. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of _____ Dollars (\$_____) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.
- C. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 6 and continuing obligations described in Paragraph 8. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claim is set forth in Paragraph 6 and continuing obligations described in Paragraph 8 hereof.

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

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

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

- E. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 4 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
- F. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
- G. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Contract unless caused wholly by the sole negligence or willful misconduct of the indemnified parties.
- H. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

- I. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

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

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

SAUGUS UNION SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

CONTRACTOR:

Contractor's Name: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

GUARANTEE FORM

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

PROJECT: Mountainview School Exterior Painting Project PROJECT # _____

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

- A. The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within a period of _____ year(s) from the date of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is _____, 20____.
- B. In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than **seven (7)** days after being notified in writing by the District, the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

Name: _____

Address: _____

Phone NO.: _____

END OF DOCUMENT

SPECIAL CONDITIONS

1. Mitigation Measures
2. Modernization projects
3. Badge Policy for Contractors
4. Substitution for Specified Items
5. Weather Days
6. Insurance Policy Limits
7. Permits, Certificates, Licenses, Fees, Approval
8. General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities.
9. As-Builts and Record Drawings
10. Certification of Eligibility
11. Federal Funds
12. Preliminary Schedule of Values

SPECIAL CONDITIONS

1. MITIGATION MEASURES

Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 et seq.)

2. MODERNIZATION PROJECTS

- A. **Access.** Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.
- B. **Master Key.** Upon request, the District may, at its own discretion, provide a master key to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen or if any unauthorized party obtains a copy of the key or access to the school.
- C. **Maintaining Services.** The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.
- D. **Maintaining Utilities.** The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.
- E. **Confidentiality.** Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.
- F. **Work During Instructional Time.** By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate

to the best of its ability to minimize any disruption to the school up to, and including, rescheduling specific work activities, at no additional cost to District.

- G. **No Work During Student Testing.** Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State-required tests.

3. BADGE POLICY FOR CONTRACTORS

- A. All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility.
- B. Badges must be filled out in full and contain the following information:
Name of Contractor
Name of Employee
Contractor's address and phone number
- C. Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the District Representative, the Program Manager, or the Project Inspector to review the information on the badges upon request.
- D. Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

4. SUBSTITUTION FOR SPECIFIED ITEMS

- A. If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.
- B. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.
- C. A Request for a Substitution shall be submitted as follows:
 - 1. Contractor shall notify the District in writing of any request for a substitution at least **ten (10)** days prior to bid opening as indicated in the Instructions to Bidders.
 - 2. Requests for Substitutions after award of the Contract shall be submitted within **ten (10) days** after the date of the Notice of Award, Contractor shall provide data substantiating a request for substitution of "an equal" item.

3. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;
 - a. Available maintenance, repair or replacement services;
 - b. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;
 - c. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and
 - d. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.
4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:
 - a. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;
 - b. The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;
 - c. The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;
 - d. The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and
 - e. The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the

substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

- f. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- g. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.
- h. Contractor shall be responsible for any costs the District incurs for professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

5. WEATHER DAYS

Delays due to Adverse Weather conditions at job site location will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of Adverse Weather exceeds the following parameters and Contractor can verify that the excess days of Adverse Weather caused delays:

January	<u>11</u>	July	<u>0</u>
February	<u>10</u>	August	<u>0</u>
March	<u>10</u>	September	<u>1</u>
April	<u>6</u>	October	<u>4</u>
May	<u>3</u>	November	<u>7</u>
June	<u>1</u>	December	<u>10</u>

6 INSURANCE POLICY LIMITS

All of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than A. The limits of insurance shall not be less than:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	Low Risk: \$2,000,000 per occurrence; \$4,000,000 aggregate
		Intermediate Risk: \$3,000,000 per occurrence; \$6,000,000 aggregate
		High Risk: \$5,000,000 per occurrence; \$10,000,000 aggregate]
Automobile Liability – Any Auto	Combined Single Limit	Personal vehicles: \$500,000 Commercial vehicles: \$1,000,000
	Aggregate (this project only)	Personal vehicles: \$1,000,000 per person/ \$2,000,000 per accident]
Workers Compensation		Statutory limits pursuant to State law
Professional Liability	Contractor Subcontractor	\$1,000,000 \$2,000,000
Builders Risk (Course of Construction)		Issued for the value and scope of Work indicated herein.

7 PERMITS, CERTIFICATES, LICENSES, FEES, APPROVAL

Payment for Permits, Certificates, Licenses, and Fees. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses and certificates necessary for the prosecution of the Work with the **exception** of the following:

As per the specifications

With respect to the above listed items, Contractor shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees. Contractor shall notify the District of

the amount due with respect to such items and to whom the amount is payable. Contractor shall provide the District with an invoice and receipt with respect to such charges or fees.

8 GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES

Contractor acknowledges that all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities (storm water requirements), without limitation:

- A. Municipal Separate Storm Sewer System (MS4) is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
- B. Storm Water Pollution Prevention Plan (SWPPP) contains specific best management practices (BMPs) and establishes numeric effluent limitations at:
 - 1. Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) for transportation activities.
 - 2. Construction sites where one (1) or more acres of soil will be disturbed, or the project is part of a larger common plan of development that disturbs more than one (1) acre of soil.
 - 3. Contractor shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.
 - 4. At no additional cost to the District, Contractor shall provide a Qualified Storm Water Practitioner who shall be onsite and implement and monitor any and all SWPPP requirements applicable to the Project, including but not limited to:
 - a. At least forty-eight (48) hours prior to a forecasted rain event, implementing the Rain Event Action Plan (REAP) for any rain event requiring implementation of the REAP, including any erosion and sediment control measures needed to protect all exposed portions of the site; and
 - b. Monitoring any Numeric Action Levels (NALs), if applicable.

9 AS-BUILTS AND RECORD DRAWINGS

As called for in Division 1, Contractor shall submit As Built Drawings pursuant to the Contract Documents;

- A. Contractor shall submit Record Drawings pursuant to the Contract Documents.
- B. One set of computer-aided design and drafting ("CADD") files in the format specified by the District.
- C. One set of electronic files emailed directly to District Representative and uploaded into Procore™ utilizing the following AutoCADD platform and .pdf files or as specified by the District.
- D. One set of hard copy Record Drawings.

10 CERTIFICATION OF ELIGIBILITY

By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

Contractor shall be subject to the penalty for making false statements prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

11 FEDERAL FUNDS

As this Project is funded in whole or in part by federal funds, Contractor and all Subcontractors are subject to civil or criminal prosecution for any violation of the federal False Claims Act set forth under section 1001 of title 18 and section 231 of title 31 of the United States Code.

12 PRELIMINARY SCHEDULE OF VALUES

Contractor to utilize the use of Procore™ Construction Management software.

- A. The preliminary schedule of values shall replace the applicable provisions in the General Conditions with the following provisions:
- B. The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:
 - 1. Mobilization and layout combined to equal not more than one percent (1%).
 - 2. Submittals, samples and shop drawings combined to equal not more than three percent (3%)

3. Bonds and insurance combined to equal not more than two percent (2%).
- C. The preliminary schedule of values shall provide for values for the following percentages of the Contract value:
 1. Close-Out/Certification, and As-Builts (line itemed separately) combined to equal to not less than ten percent (10%).
- D. Labor and material to be broken out on the following: Electrical, Structural Steel, Fire Alarm, Plumbing, Elevator, etc...

END OF DOCUMENT

HAZARDOUS MATERIALS, PROCEDURES & REQUIREMENTS

1. SUMMARY

This document includes information applicable to hazardous materials and hazard waste abatement.

1. NOTICE OF HAZARDOUS WASTE OR MATERIALS

- A. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following conditions are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - 1. Material that Contractor believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - 2. Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- B. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- C. In response to Contractor's written notice, the District shall investigate the identified conditions.
- D. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
- E. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

- F. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

2. ADDITIONAL WARRANTIES AND REPRESENTATIONS

- A. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable legal and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- B. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- C. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

3. MONITORING AND TESTING

- A. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- B. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

- C. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

4. COMPLIANCE WITH LAWS

- A. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- B. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - 1. The protection of the public health, welfare and environment;
 - 2. Storage, handling, or use of asbestos, PCB, lead, petroleum based products or other hazardous materials;
 - 3. The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, or hazardous waste materials or other waste materials of any kind; and
 - 4. The protection of environmentally sensitive areas such as wetlands and coastal areas.

5. DISPOSAL

- A. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- B. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.
- C. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall

document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

6. PERMITS

- A. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:
1. have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law, and are in compliance with all such permits, approvals and the regulations.
 2. For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.
- B. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

7. INDEMNIFICATION

To the extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq.).

8. TERMINATION

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

SUMMARY OF WORK

MOUNTAINVIEW SCHOOL EXTERIOR PAINTING PROJECT

1. RELATED DOCUMENTS AND PROVISIONS:

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

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

2. SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS

The Work of this Contract consists of the following:

Per plans, specifications and other documents for this project.

3. WORK BY OTHERS

- A. Work on the Project that will be performed and completed prior to the start of the Work of this Contract:

None

- B. Work on the Project that will be performed by others concurrent with the Work of this Contract:

TBD

4. CODES, REGULATIONS, AND STANDARDS

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

5. PROJECT RECORD DOCUMENTS:

- A. Contractor shall maintain on Site one set of the following record documents; Contractor shall record actual revisions to the Work:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders, directives and other modifications to the Contract.
 - 5. Construction Change Directives (CCD's).
 - 6. Reviewed shop drawings, product data, and samples.
 - 7. Field test records.
 - 8. Inspection certificates.
 - 9. Manufacturer's certificates.
 - 10. Updated project schedule.
- B. Contractor shall store Record Documents separate from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.
- C. Contractor shall record information concurrent with construction progress.
- D. Specifications: Contractor shall legibly mark and record at each product section of the Specifications the description of the actual product(s) installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda, Change Orders, CCD's and written directives.

6. EXAMINATION OF EXISTING CONDITIONS

- A. Contractor shall examine the Project Site and acquaint itself with the conditions of the Site and of the streets or roads approaching the Site.
- B. Prior to commencement of Work, Contractor shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.

1. Should Contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving, and other items not indicated in the Contract Documents, Contractor shall immediately report same to the District and the Architect.
- C. Contractor shall document such damage prior to the start of construction. Provide District with a copy of documentation.

8. CONTRACTOR'S USE OF PREMISES

- A. Contractor shall have use of the premises for the execution of the work.
- B. Coordinate use of the premises under the direction of the Owner.
- C. If unoccupied and only with District's prior written approval, Contractor may use the building(s) at the Project Site without limitation for its operations, storage, and office facilities for the performance of the Work. If the District chooses to beneficially occupy any building(s), Contractor must obtain the District's written approval for Contractor's use of spaces and types of operations to be performed within the building(s) while so occupied. Contractor's access to the building(s) shall be limited to the areas indicated.
- D. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor.
- E. Contractor shall not interfere with use of or access to occupied portions of the building(s) or adjacent property.
- F. Contractor shall maintain existing building in weather-tight conditions throughout construction period. Repair damage caused by construction operations. Take all precautions necessary to protect building and its occupants during construction.
- G. Contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.
- H. Contractor shall keep driveways and entrances serving premises clear and accessible to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
- I. No one other than those directly involved in the demolition and construction, or specifically designated by the District or the Architect shall be permitted in the areas of work during demolition and construction activities.
- J. The Contractor shall install the construction security fence and maintain that it will be locked when not in use. Keys to this fencing will be provided to the District.

9. PROTECTION OF EXISTING STRUCTURES AND UTILITIES

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

10. UTILITY SHUTDOWNS AND INTERRUPTIONS

- A. Contractor shall give the District a minimum of three (3) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. The District will set exact time and duration for shutdown, and will assist Contractor with shutdown. Work required to re-establish utility services shall be performed by the Contractor.
 - 1. In the event any utility service is interrupted without a minimum of three (3) days written notice in advance, Contractor shall be financially liable for all damages suffered by Owner due to unauthorized interruption.
- B. Contractor shall obtain District's written approval as indicated in the General Conditions in advance of deliveries of material or equipment or other activities that may conflict with District's use of the building(s) or adjacent facilities.

11. STRUCTURAL INTEGRITY

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

END OF DOCUMENT

PRODUCT OPTIONS AND SUBSTITUTIONS

1. RELATED DOCUMENTS AND PROVISIONS

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

- A. Instructions to Bidders;
- B. General Conditions, including, without limitation, Substitutions For Specified Items; a
- C. Special Conditions.

2. SUBSTITUTIONS OF MATERIALS AND EQUIPMENT:

- A. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be reviewed subject to the provisions of the General Conditions.
- B. Wherever more than one manufacturer's product is specified, the first-named product is the basis for the design used in the work and the use of alternative-named manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by Contractor and are approved by the District and/or the Architect, Contractor shall assume all costs required to make necessary revisions and modifications of the design resulting from the substitutions requested by the Contractor.
- C. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or approved equal," supporting data for the second product, if proposed by Contractor, shall be submitted in accordance with the requirements for substitutions.
- D. If the District and/or Architect, in reviewing proposed substitute materials and equipment, require revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Contractor shall promptly do so. If any proposed substitution is judged by the District and/or Architect to be unacceptable, the specified material or equipment shall be provided.
- E. Samples may be required. Tests required by the District and/or Architect for the determination of quality and utility shall be made at the expense of Contractor, with acceptance of the test procedure first given by the District.
- F. In reviewing the supporting data submitted for substitutions, the District and/or Architect will use for purposes of comparison all the characteristics of the specified material or equipment as

they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Contract Documents. If more than two (2) submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Contractor, and the District will deduct the costs from the Contract Price.

END OF DOCUMENT

**APPLICATION FOR PAYMENT, AND CONDITIONAL AND UNCONDITIONAL WAIVER, AND RELEASE
FORMS**

1. GENERAL INFORMATION

- A. Procore™ Application is to be completed in conjunction with the Procore™ Schedule of Values (SOV) form, unless the contractor has received prior written authorization from the District.
- B. Application and Certificate for Payment, is to be used in conjunction with Procore™ forms, these documents are designed to be used on a project where a Contractor has a direct Agreement with the Owner.

2. COMPLETING THE PAY APPLICATION FORM

After the Contractor has received an approved SOV, it is to be transferred to the Pay Application process in Procore™.

3. MAKING PAYMENT

The District will make payment directly to the Contractor based on the amount certified by the Architect on the approved Procore™ Pay Application. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on this form.

4. APPLICATION FOR PAYMENT

Contractor shall comply with all provisions in the general conditions related to applications for payment and/or payments.

5. WAIVER AND RELEASE FORMS

Contractor is to use the appropriate following forms when submitting an Application for Payment.

**CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT
(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.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

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: _____

Amount of Check: \$_____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

- A. Retentions.
- B. Extras for which the claimant has not received payment.
- C. 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): \$ _____

- D. 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.

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT
(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.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

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:

- A. Retentions.
- B. Extras for which the claimant has not received payment.
- C. 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.

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**CONDITIONAL WAIVER AND RELEASE
ON FINAL PAYMENT
(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.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

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: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: \$ _____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**UNCONDITIONAL WAIVER AND RELEASE
ON FINAL PAYMENT
(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.

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

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: \$_____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

PAY APPLICATION AND CERTIFICATION REQUEST
Hard Copy

INSTRUCTION SHEET

AIA DOCUMENTS G702a/G703a

1. GENERAL INFORMATION

AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed to be used on a project where a Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A20L General Conditions of the Contract for Construction, 1976 Edition.

2. COMPLETING THE G702 FORM:

- A. After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702, Application and Certificate for Payment.
- B. The Contractor should sign the form, have it notarized and submit it, together with G703, to the Architect.
- C. The Architect should review it and, if it is acceptable, complete the Architect's Certificate for Payment on this form. The completed form should be forwarded to the Owner.
- D. See Change Orders in **Change Orders**

3. COMPLETING THE G703 FORM:

- A. **Heading:** Complete the information here consistent with similar information on AIA Document G702, Application and Certificate for Payment.
- B. **Columns A, B & C:** These columns should be completed by identifying the various portions of the project and their scheduled value consistent with the schedule of values submitted to the Architect at the commencement of the project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required.
- C. **Column C** should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the project.
- D. **Column D:** Enter in this column the amount of completed Work covered by the previous application. This is the sum of columns D and E from the previous application. Values from column I (Materials Presently Stored) from prior payments should not be entered in this column.

- E. **Column E:** Enter here the value of Work completed until the time of this application, including the value of materials incorporated in the project which were listed on the previous Application and Certificate for Payment under Materials Presently Stored (column F).
- F. **Column F:** Enter here the value of Materials Presently Stored for which payment is sought. The total of the column must be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from the column and incorporated into column E (Work Completed-This Period).
- G. **Column G:** Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.
- H. **Column H:** Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).
- I. **Column I:** This column is normally used only for contracts where variable retain age is permitted on a line-item basis. It need not be completed on projects where a constant retain age is withheld from the overall contract amount.
- J. **Change Orders:** Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 form.

4. MAKING PAYMENT

The owner should make payment directly to the Contractor based on the amount certified by the Architect on AIA Document G702, Application and Certificate for Payment. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on this form.

5. CONDITIONAL AND UNCONDITIONAL WAIVER AND RELEASE FORMS

Contractor to submit the conditional and / or unconditional waiver and release forms, as required with each pay application. See section 01 29 00 for more information.

END DOCUMENT

[illegible]

APPLICATION AND CERTIFICATE FOR PAYMENT

TO:

Saugus Union School District

PROJECT:

Site

Project Name

APPLICATION NO.

Distribution to:

☐ OWNER

☐ ARCHITECT

☐ CONTRACTOR

☐ OTHER

24930 Avenue Stanford

Santa Clarita, CA 91350

PERIOD TO:

FROM:

ARCHITECT:

N/A

Address

Address

Phone # / Email

DSA No.:

SUSD Project No.

Project No.

CONTRACT DATE:

Page One of Pages

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTALS:			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payments shown herein is now due.

CONTRACTOR:

BY: DATE:

ARCHITECT'S CERTIFICATE FOR PAYMENT

INSPECTOR:

BY: DATE:

OWNER:

BY: DATE:

1. Original contract sum:

\$
2. Net change by Change Orders:

\$
3. Contract sum to date:

\$
4. Total completed and stored to date:

\$

(Column G on Schedule of Values sheet)

5. Retainage:

- a.

10

 % of Completed Work
(Column D + E on Schedule of Values Sheet)
- b.

10

 % of Stored Material
(Column F on Schedule of Values Sheet)
- Total Retainage (Line 5a + 5b or Total in
Column 1 of Schedule of Values Sheet)

6. Total earned less Retainage:

\$

(Line 4 less Line 5 Total)
7. Less previous certificates for
payment: (Line 6 from prior Certificate)

\$
8. Current payment due:

\$
9. Balance to finish, plus retainage:

\$

(Line 3 less Line 6)

State of: County of:

Subscribed and sworn to before me this day of , 20
Notary Public:

My Commission expires:

AMOUNT CERTIFIED:

\$

(Attach explanation if amount certified differs from the amount applied for)

PROJECT MEETINGS

1. RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation, the General Conditions; and the Special Conditions.

2. PROGRESS MEETINGS:

- A. The District shall be responsible to schedule and hold regular weekly progress meetings. The meeting date and time shall be sent to all Invitees as indicated below.
- B. Location: Contractor's field office, or mutually agreed on other location
- C. The District shall notify and invite the following entities ("Invitees"):
 - 1. Contractor.
 - 2. Contractor's Project Manager.
 - 3. Contractor's Superintendent.
 - 4. Subcontractors, as appropriate to the agenda of the meeting.
 - 5. Suppliers, as appropriate to the agenda of the meeting.
 - 6. Construction Manager, if any.
 - 7. Architect
 - 8. Engineer(s), if any and as appropriate to the agenda of the meeting.
 - 9. Inspector of Record
 - 10. Others, as appropriate to the agenda of the meeting.
- D. The Contractor, Contractor Project Manager, Contractor Superintendent, Subcontractors, Suppliers shall attend all scheduled meetings.
- E. The District's, the Architect's, and/or an engineer's Consultants will attend at the District's discretion, in response to the agenda.
- F. The Construction Manager, and/or another District Agent shall take and distribute meeting notes to attendees and other concerned parties, as directed by the District. If exceptions are taken to anything in the meeting notes, those exceptions shall be stated in writing to the District within **three (3)** working days following distribution of the meeting notes.

- G. At the District's discretion, the Contractor may be requested to take and distribute meeting notes to attendees and other concerned parties.

3. PRE-INSTALLATION/PERFORMANCE MEETING:

- A. Contractor shall schedule a meeting prior to the start of each of the following portions of the Work, including but not limited to: cutting and patching of plaster, roofing, other weather-exposed and moisture-resistant products, painting, door hardware, and per the specific specification section. Contractor shall invite all Invitees to this meeting, and others whose work may affect or be affected by the quality of the cutting and patching work.
- B. Contractor shall review in detail prior to this meeting, the manufacturer's requirements and specifications, applicable portions of the Contract Documents, Shop Drawings, and other submittals, and other related work. At this meeting, invitees shall review and resolve conflicts, incompatibilities, or inadequacies discovered or anticipated.
- C. Contractor shall review in detail Project conditions, schedule, requirements for performance, application, installation, and quality of completed Work, and protection of adjacent Work and property.
- D. Contractor shall review in detail means of protecting the completed Work during the remainder of the construction period.
- E. Contractor shall protect existing in place.

END OF DOCUMENT

SCHEDULING OF WORK

1. RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions;
- B. Special Conditions;
- C. Summary of Work; and
- D. Submittals.

2. SECTION INCLUDES:

- A. Scheduling of Work under this Contract shall be performed by Contractor in accordance with requirements of this Section.
 - 1. Construction Phasing
 - 2. Development of schedule, cost and resource loading of the schedule, monthly payment requests, and project status reporting requirements of the Contract shall employ computerized Critical Path Method ("CPM") scheduling ("CPM Schedule").
 - 3. CPM Schedule shall be a resource cost loaded based on Schedule of Values as approved by District.
 - 4. Submit schedules and reports as specified in the General Conditions.
- B. Upon Award of Contract, Contractor shall immediately commence development of Initial and Original CPM Schedules to ensure compliance with CPM Schedule submittal requirements.

3. CONSTRUCTION PHASING:

Work on campus to be conducted after school and on weekend.

Work around the outside of the school may occur during the day.

4. CONSTRUCTION SCHEDULE:

- A. Within **five (5)** calendar days of Notice to Proceed and before request for first progress payment, the Contractor shall prepare and submit to the Project Manager a construction progress schedule conforming to the Milestone Schedule below.
- B. Construction schedule shall be based on weekday hours.
- C. The Construction Schedule shall be continuously updated, and an updated schedule shall be submitted with each application for progress payment. Each revised schedule shall indicate the work actually accomplished during the previous period and the schedule for completion of the remaining work.
- D. Milestone Schedule:

<u>Activity Description</u>	<u>Required Completion</u>
CONSTRUCTION STARTS.....	start construction onsite April 4, 2020
FINAL PROJECT COMPLETION	June 13, 2020
Notice to Proceed.....	TBD
All Submittals received by Contractor's Engineer & District.....	TBD
Mobilize.....	TBD
Final Clean-up and Punchlist	TBD
Demobilization	TBD
Substantial Project Completion.....	N/A
Final Project Completion.....	June 13, 2020
Post Bid Interview	Thursday, February 27, 2020 - 9AM-12PM

- E. Hours of Construction Operations: Based on City Ordinance and agreed upon hours with the school district.

5. QUALIFICATIONS

- A. Contractor shall employ experienced scheduling personnel qualified to use the latest version of software mutually agreed upon. Experience level required is set forth below. Contractor may employ such personnel directly or may employ a consultant for this purpose.
 - 1. The written statement shall identify the individual who will perform CPM scheduling.

2. Capability and experience shall be verified by description of construction projects on which individual has successfully applied computerized CPM.
 3. Required level of experience shall include at least two (2) projects of similar nature and scope with value not less than three fourths ($\frac{3}{4}$) of the Total Bid Price of this Project. The written statement shall provide contact persons for referenced projects with current telephone and address information.
- B. District reserves the right to approve or reject Contractor's scheduler or consultant at any time. District reserves the right to refuse replacing of Contractor's scheduler or consultant, if District believes replacement will negatively affect the scheduling of Work under this Contract.

6. GENERAL

- A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.
- B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in the Contract, unless an earlier (advanced) time of completion is requested by Contractor and agreed to by District. Any such agreement shall be formalized by a Change Order.
1. District is not required to accept an early completion schedule, i.e., one that shows an earlier completion date than the Contract Time.
 2. Contractor shall not be entitled to extra compensation in event agreement is reached on an earlier completion schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in its early completion schedule but within the Contract Time.
 3. A schedule showing the work completed in less than the Contract Time, and that has been accepted by District, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the work and the Completion Date. Project Float is a resource available to both District and the Contractor.
- C. Ownership Project Float: Neither the District nor Contractor owns Project Float. The Project owns the Project Float. As such, liability for delay of the Completion Date rests with the party whose actions, last in time, actually cause delay to the Completion Date.
1. For example, if Party A uses some, but not all of the Project Float and Party B later uses remainder of the Project Float as well as additional time beyond the Project Float, Party B shall be liable for the time that represents a delay to the Completion Date.
 2. Party A would not be responsible for the time since it did not consume the entire Project Float and additional Project Float remained; therefore, the Completion Date was unaffected by Party A.

- D. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract CPM Schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.
- E. Failure of Progress Schedule to include any element of the Work, or any inaccuracy in Progress Schedule, will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. District's acceptance of schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests and shall not, in any manner, impose a duty of care upon District, or act to relieve Contractor of its responsibility for means and methods of construction.
- F. Software: Use the latest version of Windows and Procore™, or mutually agreed upon. Such software shall be compatible with Windows operating system. Contractor shall transmit contract file to District by email and / or USB at times requested by District.
- G. Transmit each item under the form approved by District.
 - 1. Identify Project with District Contract number and name of Contractor.
 - 2. Provide space for Contractor's approval stamp and District's review stamps.
 - 3. Submittals received from sources other than Contractor will be returned to the Contractor without District's review.

7. INITIAL CPM SCHEDULE – Pre-Construction

- A. Initial CPM Schedule submitted for review at the pre-construction conference shall serve as Contractor's schedule.
- B. Indicate detailed plan for the Work to be completed in first **ninety (90)** days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; procurement of materials and equipment. Show Work beyond **ninety (90)** calendar days in summary form.
- C. Initial CPM Schedule shall be time scaled.
- D. Initial CPM Schedule shall be cost and resource loaded. Accepted cost and resource loaded schedule will be used as basis for monthly progress payments until acceptance of the Original CPM Schedule. Use of Initial CPM Schedule for progress payments shall not exceed **ninety (90)** calendar days.
- E. District and Contractor shall meet to review and discuss the Initial CPM Schedule within **five (5)** calendar days after it has been submitted to District.
 - 1. District's review and comment on the schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).

2. Contractor shall make corrections to schedule necessary to comply with Contract requirements and shall adjust schedule to incorporate any missing information requested by District. Contractor shall resubmit Initial CPM Schedule if requested by District.
- F. If, during the first **ninety (90)** days after Notice to Proceed, the Contractor is of the opinion that any of the Work included on its Initial CPM Schedule has been impacted, the Contractor shall submit to District a written Time Impact Evaluation ("TIE"). The TIE shall be based on the most current update of the Initial CPM Schedule.

8. ORIGINAL CPM SCHEDULE – Complete Construction Schedule

- A. Submit a detailed proposed Original complete project CPM Schedule presenting an orderly and realistic plan for completion of the Work in conformance with requirements as specified herein.
- B. Progress Schedule shall include or comply with following requirements:
1. Time scaled, cost and resource (labor and major equipment) loaded CPM schedule.
 2. No activity on schedule shall have duration longer than **fifteen (15)** work days, with exception of submittal, approval, fabrication and procurement activities, unless otherwise approved by District.
 3. Activity durations shall be total number of actual work days required to perform that activity.
 4. The start and completion dates of all items of Work, their major components, and milestone completion dates, if any.
 5. District furnished materials and equipment, if any, identified as separate activities.
 6. Activities for maintaining Project Record Documents.
 7. Dependencies (or relationships) between activities.
 8. Processing/approval of submittals and shop drawings for all material and equipment required per the Contract. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.
 - a. Include time for submittals, re-submittals and reviews by District. Coordinate with accepted schedule for submission of Shop Drawings, samples, and other submittals.
 - b. Contractor shall be responsible for all impacts resulting from re-submittal of Shop Drawings and submittals.
 9. Procurement of major equipment, through receipt and inspection at jobsite, identified as separate activity.
 - a. Include time for fabrication and delivery of manufactured products for the Work.

- b. Show dependencies between procurement and construction.
 - c. Activity description; what Work is to be accomplished and where.
11. The total cost of performing each activity shall be total of labor, material, and equipment, excluding overhead and profit of Contractor. Overhead and profit of the General Contractor shall be shown as a separate activity in the schedule. Sum of cost for all activities shall equal total Contract value.
 12. Resources required (labor and major equipment) to perform each activity.
 13. Responsibility code for each activity corresponding to Contractor or Subcontractor responsible for performing the Work.
 14. Identify the activities which constitute the controlling operations or critical path. No more than twenty-five (25%) of the activities shall be critical or near critical. Near critical is defined as float in the range of **one (1) to (5)** days.
 15. **Ten (10)** workdays for developing punch list(s), completion of punch-list items, and final clean up for the Work or any designated portion thereof. No other activities shall be scheduled during this period.
 16. Interface with the work of other contractors, District, and agencies such as, but not limited to, utility companies.
 17. Show detailed Subcontractor Work activities. In addition, furnish copies of Subcontractor schedules upon which CPM was built.
 - a. Also furnish for each Subcontractor, as determined by District, submitted on Subcontractor letterhead, a statement certifying that Subcontractor concurs with Contractor's Original CPM Schedule and that Subcontractor's related schedules have been incorporated, including activity duration, cost and resource loading.
 - b. Subcontractor schedules shall be independently derived and not a copy of Contractor's schedule.
 - c. In addition to Contractor's schedule and resource loading, obtain from electrical, mechanical, and plumbing Subcontractors, and other Subcontractors as required by District, productivity calculations common to their trades, such as units per person day, feet of pipe per day per person, feet of wiring per day per person, and similar information.
 - d. Furnish schedule for Contractor/Subcontractor CPM schedule meetings which shall be held prior to submission of Original CPM schedule to District. District shall be permitted to attend scheduled meetings as an observer.
 18. Activity durations shall be in Work days.

19. Submit with the schedule a list of anticipated non-Work days, such as weekends and holidays. The Progress Schedule shall exclude in its Work day calendar all non-Work days on which Contractor anticipates critical Work will not be performed.
- C. Original CPM Schedule Review Meeting: Contractor shall, within **ten (10)** days from the Notice to Proceed date, meet with District to review the Original CPM Schedule submittal.
 1. Contractor shall have its Project Manager, Project Superintendent, Project Scheduler, and key Subcontractor representatives, as required by District, in attendance. The meeting will take place over a continuous one (1) day period.
 2. District's review will be limited to submittal's conformance to Contract requirements including, but not limited to, coordination requirements. However, review may also include:
 - a. Clarifications of Contract Requirements.
 - b. Directions to include activities and information missing from submittal.
 - c. Requests to Contractor to clarify its schedule.
 3. Within **three (3)** days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by District at the Meeting.

9. ADJUSTMENTS TO CPM SCHEDULE

- A. Adjustments to Original CPM Schedule: Contractor shall have adjusted the Original CPM Schedule submittal to address all review comments from original CPM Schedule review meeting and resubmit network diagrams and reports for District's review.
 1. District, within **ten (10)** days from date that Contractor submitted the revised schedule, will either:
 - a. Accept schedule and cost and resource loaded activities as submitted, or
 - b. Advise Contractor in writing to review any part or parts of schedule which either do not meet Contract requirements or are unsatisfactory for District to monitor Project's progress, resources, and status or evaluate monthly payment request by Contractor.
 2. District may accept schedule with conditions that the first monthly CPM Schedule update be revised to correct deficiencies identified.
 3. When schedule is accepted, it shall be considered the "Original CPM Schedule" which will then be immediately updated to reflect the current status of the work.
 4. District reserves right to require Contractor to adjust, add to, or clarify any portion of schedule which may later be discovered to be insufficient for monitoring of Work or approval of partial payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.

- B. Acceptance of Contractor's schedule by District will be based solely upon schedule's compliance with Contract requirements.
 - 1. By way of Contractor assigning activity durations and proposing sequence of Work, Contractor agrees to utilize sufficient and necessary management and other resources to perform work in accordance with the schedule.
 - 2. Upon submittal of schedule update, updated schedule shall be considered "current" CPM Schedule.
 - 3. Submission of Contractor's schedule to District shall not relieve Contractor of total responsibility for scheduling, sequencing, and pursuing Work to comply with requirements of Contract Documents, including adverse effects such as delays resulting from ill-timed Work.
- C. Submittal of Original CPM Schedule, and subsequent schedule updates, shall be understood to be Contractor's representation that the Schedule meets requirements of Contract Documents and that Work shall be executed in sequence indicated on the schedule.
- D. Contractor shall distribute Original CPM Schedule to Subcontractors for review and written acceptance, which shall be noted on Subcontractors' letterheads to Contractor and transmitted to District for the record.

10. MONTHLY CPM SCHEDULE UPDATE SUBMITTALS

- A. Following acceptance of Contractor's Original CPM Schedule, Contractor shall monitor progress of Work and adjust schedule each month to reflect actual progress and any anticipated changes to planned activities.
 - 1. Each schedule update submitted shall be complete, including all information requested for the Original CPM Schedule submittal.
 - 2. Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed.
- B. A meeting will be held on approximately the twenty fifth (25th) of each month to review the schedule update submittal and progress payment application.
 - 1. At this meeting, at a minimum, the following items will be reviewed: Percent (%) complete of each activity; Time Impact Evaluations for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Contractor delays.
 - 2. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, these meetings shall be attended by Contractor's Project Manager, Contractor's Project Superintendent and Scheduler.

3. Contractor shall plan on the meeting taking no less than **four (4)** hours.
- C. Within five (5) working days after monthly schedule update meeting, Contractor shall submit the updated CPM Schedule update.
- D. Within five (5) work days of receipt of above noted revised submittals, District will either accept or reject monthly schedule update submittal.
 1. If accepted, percent (%) complete shown in monthly update will be basis for Application for Payment by the Contractor. The schedule update shall be submitted as part of the Contractor's Application for Payment.
 2. If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.
- E. Neither updating, changing or revising of any report, curve, schedule, or narrative submitted to District by Contractor under this Contract, nor District's review or acceptance of any such report, curve, schedule or narrative shall have the effect of amending or modifying in any way the Completion Date or milestone dates or of modifying or limiting in any way Contractor's obligations under this Contract.

11. SCHEDULE REVISIONS

- A. Updating the Schedule to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.
- B. To reflect revisions to the schedule, the Contractor shall provide District with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, the Contractor shall provide a schedule diagram which compares the original sequence to the revised sequence of work. The Contractor shall provide the written narrative and schedule diagram for revisions two (2) working days in advance of the monthly schedule update meeting.
- C. Schedule revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District. District may request further information and justification for schedule revisions and Contractor shall, within three (3) days, provide District with a complete written narrative response to District's request.
- D. If the Contractor's revision is still not accepted by District, and the Contractor disagrees with District's position, the Contractor has seven (7) calendar days from receipt of District's letter rejecting the revision to provide a written narrative providing full justification and explanation for the revision. The Contractor's failure to respond in writing within seven (7) calendar days of District's written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and the Contractor waives its rights to subsequently dispute or file a claim regarding District's position.
- E. At District's discretion, the Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

12. RECOVERY SCHEDULE

- A. If the Schedule Update shows a completion date seven (7) calendar days beyond the Contract Completion Date, or individual milestone completion dates, the Contractor shall submit to District the proposed revisions to recover the lost time within three (3) calendar days. As part of this submittal, the Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, the Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work.
- B. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District.
- C. If the Contractor's revisions are not accepted by District, District and the Contractor shall follow the procedures in paragraph 1.09.C, 1.09.D and 1.09.E above.
- D. At District's discretion, the Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

13. TIME IMPACTS EVALUATION ("TIE") FOR CHANGE ORDERS, AND OTHER DELAYS

- A. When Contractor is directed to proceed with changed Work, the Contractor shall prepare and submit within five (5) calendar days from the Notice to Proceed a TIE which includes both a written narrative and a schedule diagram depicting how the changed Work affects other schedule activities. The schedule diagram shall show how the Contractor proposes to incorporate the changed Work in the schedule and how it impacts the current schedule-update critical path. The Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of schedule activities to enable District to evaluate the impact of changed Work to the scheduled critical path.
- B. Contractor shall be required to comply with the requirements of Paragraph 1.09.A for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
- C. Contractor shall be responsible for all costs associated with the preparation of TIEs, and the process of incorporating them into the current schedule update. The Contractor shall provide District with one (1) hard copy, one (1) electronic and upload into Procore™, of each TIE.
- D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount District allows, and the Contractor may submit a claim for additional time claimed by contractor.

14. TIME EXTENSIONS

- A. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accord with the General Conditions.

- B. Where an event for which District is responsible impacts the projected Completion Date, the Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor shall also include a detailed cost breakdown of the labor, equipment, and material the Contractor would expend to mitigate District-caused time impact. The Contractor shall submit its mitigation plan to District within five (5) calendar days from the date of discovery of the impact. The Contractor is responsible for the cost to prepare the mitigation plan.
- C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.
- D. No time will be granted under this Contract for cumulative effect of changes.
- E. District will not be obligated to consider any time extension request unless the Contractor complies with the requirements of Contract Documents.
- F. Failure of the Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
- G. If the Contractor does not submit a TIE within the required five (5) calendar days for any issue, it is mutually agreed that the Contractor does not require a time extension for said issue.

15. SCHEDULE REPORTS

- A. Submit one (1) hard copy, one (1) electronic and upload into Procore™ the following reports with the Initial CPM Schedule, the Original CPM Schedule, and each monthly update.
- B. Required Reports:
 - 1. Two activity listing reports: one sorted by activity number and one by total Project Float. These reports shall also include each activity's early/late and actual start and finish dates, original and remaining duration, Project Float, responsibility code, and the logic relationship of activities.
 - 2. Cost report sorted by activity number including each activity's associated cost, percentage of Work accomplished, earned value- to date, previous payments, and amount earned for current update period.
 - 3. Schedule plots presenting time-scaled network diagram showing activities and their relationships with the controlling operations or critical path clearly highlighted.
 - 4. Cash flow report calculated by early start, late start, and indicating actual progress. Provide an exhibit depicting this information in graphic form.
 - 5. Planned versus actual resource (i.e., labor) histogram calculated by early start and late start.
- C. Other Reports:

In addition to above reports, District may request, from month to month, any two of the following reports. Submit one (1) hard copy, one (1) electronic and upload into Procore™ of all reports.

1. Activities by early start.
 2. Activities by late start.
 3. Activities grouped by Subcontractors or selected trades.
 4. Activities with scheduled early start dates in a given time frame, such as fifteen (15) or thirty (30) day outlook.
- D. Furnish District with one (1) hard copy, one (1) electronic and upload into Procore™ all report files containing all schedule files for each report generated.

16. PROJECT STATUS REPORTING

- A. In addition to submittal requirements for CPM scheduling identified in this Section, Contractor shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each CPM Schedule as specified herein. Status reporting shall be in form specified below.
- B. Contractor shall prepare monthly written narrative reports of status of Project for submission to District. Written status reports shall include:
1. Status of major Project components (percent (%) complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
 2. Progress made on critical activities indicated on CPM Schedule.
 3. Explanations for any lack of work on critical path activities planned to be performed during last month.
 4. Explanations for any schedule changes, including changes to logic or to activity durations.
 5. List of critical activities scheduled to be performed next month.
 6. Status of major material and equipment procurement.
 7. Any delays encountered during reporting period.
 8. Contractor shall provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.
 - d. Actual resource shall be accumulated in field by Contractor and shall be as noted on Contractor's daily reports. These reports will be basis for information provided in computer-generated monthly and weekly printed reports.
 - e. Contractor shall explain all variances and mitigation measures.

9. Contractor may include any other information pertinent to status of Project. Contractor shall include additional status information requested by District at no additional cost.
10. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

17. WEEKLY SCHEDULE REPORT

At the Weekly Progress Meeting, the Contractor shall provide and present a time-scaled three (3) week look-ahead schedule that is based and correlated by activity number to the current schedule (i.e., Initial, Original CPM, or Schedule Update).

18. DAILY CONSTRUCTION REPORTS

On a daily basis, Contractor shall submit a daily activity report to District for each workday, including weekends and holidays when worked. Contractor shall develop the daily construction reports on a computer-generated database capable of sorting daily Work, manpower, and manhours by Contractor, Subcontractor, area, sub-area, and Change Order Work. Upon request of District, furnish computer disk of this data base. Obtain District's written approval of daily construction report data base format prior to implementation. Include in report:

- A. Project name and Project number.
- B. Contractor's name and address.
- C. Weather, temperature, and any unusual site conditions.
- D. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work of Subcontractors. Descriptions shall be referenced to CPM scheduled activities.
- E. Worker quantities for its own Work force and for Subcontractors of any tier.
- F. Equipment, other than hand tools, utilized by Contractor and Subcontractors.

19. PERIODIC VERIFIED REPORTS

Contractor shall complete and verify construction reports on a form prescribed by the Division of the State Architect and file reports on the first day of February, May, August, and November during the preceding quarter year; at the completion of the Contract; at the completion of the Work; at the suspension of Work for a period of more than one (1) month; whenever the services of Contractor or any of Contractor's Subcontractors are terminated for any reason; and at any time a special verified report is required by the Division of the State Architect. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

- A. Contractor to upload reports into the DSA Box, or as required by DSA. Provide the District with one (1) hard copy, one (1) electronic copy, and upload into Procore[™].

END OF DOCUMENT

SUBMITTALS

1. RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions, including, without limitation, Contractor's Submittals and Schedules, Drawings and Specifications;
- B. Section 01 29 73: Schedule of Values Procedures.
- C. Section 01 29 00: Progress Payment Procedures.
- D. Section 01 31 19: Project Meetings.
- E. Section 01 33 00: Submittals.
- F. Section 01 43 00: Materials and Equipment.
- G. Section 01 45 00: Quality Control.
- H. Division 2 through Division 32.

2. SECTION INCLUDES:

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

copies of these to the District, the Architect, and all other concerned parties and shall furnish, install, or perform the work, at a minimum, in accordance with those instructions.

4. CONTRACTOR shall package each submittal appropriately for transmittal and handling and will then send Architect, Commissioning Agent (if applicable), and District Representative submittal for review per the Project plans and specifications. Submittals will not be accepted from sources other than from General Contractor.

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

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

submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of Contractor.

C. Submittal Schedule:

1. Contractor shall prepare its proposed submittal schedule that is coordinated with the its proposed construction schedule and submit both to the District within five (5) days after the date of the Notice to Proceed. Contractor's proposed schedules shall become the Project Construction Schedule and the Project Submittal Schedule after each is approved by the District.
2. Contractor is responsible for all lost time should the initial submittal be rejected, marked "revised and resubmit", etc.
3. All Submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those Submittals shall be forwarded to the District so as not to delay the Construction Schedule.

3. SHOP DRAWINGS:

- A. Contractor shall provide the District with one (1) hard copy, one (1) electronic copy, and upload into Procore™. The District and / or Architect will review and return via Procore™, unless otherwise directed by the District.
- B. Before commencing installation of any Work, the Contractor shall submit and receive approval of all drawings, descriptive data, and material list(s) as required to accomplish Work. All drawings will be transmitted through Procore™, unless directed otherwise by the District.
- C. Review of Shop Drawings is regarded as a service to assist Contractor and in all cases original Contract Documents shall take precedence as outlined under General Conditions. All drawings will be transmitted through Procore™, unless directed otherwise by the District.
- D. No claim for extra time or payment shall be based on work shown on Shop Drawings unless the claim is (1) noted on Contractor's transmittal letter accompanying Shop Drawings and (2) Contractor has complied with all applicable provisions of the General Conditions, including, without limitation, provisions regarding changes and payment, and all required written approvals.
- E. District and / or Architect shall not review Shop Drawings for quantities of materials or number of items supplied.
- F. District's and/or Architect's review of Shop Drawing will be general. District and/or Architect review does not relieve Contractor of responsibility for accuracy, proper fitting, construction of Work, furnishing of materials, or Work required by Contract Documents and not indicated on Shop Drawings. Shop Drawing reviewed by District and/or Architect is not to be construed as approving departures from Contract Documents.

- G. Review of Shop Drawings and Schedules does not relieve Contractor from responsibility for any aspect of those Drawings or Schedules that is a violation of local, County, State, or Federal laws, rules, ordinances, or rules and regulations of commissions, boards, or other authorities or utilities having jurisdiction.
- H. Before submitting Shop Drawings for review, Contractor shall check Shop Drawings of its subcontractors for accuracy and confirm that all Work contiguous with and having bearing on other work shown on Shop Drawings is accurately drawn and in conformance with Contract Documents.
 - I. Submitted drawings and details must bear stamp of approval of Contractor:
 - 1. Stamp and signature shall clearly certify that Contractor has checked Shop Drawings for compliance with Drawings.
 - 2. If Contractor submits a Shop Drawing without an executed stamp of approval, or whenever it is evident (despite stamp) that Drawings have not been checked the District and/or Architect will not consider them and will return them to the Contractor for revision and resubmission. In that event, it will be deemed that Contractor has not complied with this provision and Contractor shall bear risk of all delays to same extent as if it had not submitted any Shop Drawings or details.
 - I. Submission of Shop Drawings (in either original submission or when resubmitted with correction) constitutes evidence that Contractor has checked all information thereon and that it accepts and is willing to perform Work as shown.
- J. Contractor shall pay for cost of any changes in construction due to improper checking and coordination. Contractor shall be responsible for all additional costs, including coordination. Contractor shall be responsible for costs incurred by itself, the District, the Architect, the Project Inspector, the Construction Manager, any other Subcontractor or contractor, etc., due to improperly checked and/or coordination of submittals.
- K. Shop Drawings must clearly delineate the following information:
 - 1. Project name, site and address.
 - 2. Specification number and description.
 - 3. Architect's name and project number.
 - 4. Shop Drawing title, number, date, and scale.
 - 5. Names of Contractor, Subcontractor(s) and fabricator.
 - 6. Working and erection dimensions.
 - 7. Arrangements and sectional views.
 - 8. Necessary details, including complete information for making connections with other Work.

9. Kinds of materials and finishes.
 10. Descriptive names of materials and equipment, classified item numbers, and locations at which materials or equipment are to be installed in the Work. Contractor shall use same reference identification(s) as shown on Contract Drawings.
- L. Contractor shall prepare composite drawings and installation layouts when required to solve tight field conditions.
1. Shop Drawings shall consist of dimensioned plans and elevations and must give complete information, particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, structural interferences, etc.
 2. Contractor shall coordinate these composite Shop Drawings and installation layouts in the field between itself and its Subcontractor(s) for proper relationship to the Work, the work of other trades, and the field conditions. The Contractor shall check and approve all submittal(s) before submitting them for final review.

4. PRODUCT DATA OR NON REPRODUCIBLE SUBMITTALS:

- A. Contractor shall submit manufacturer's printed literature in original form. Any fading type of reproduction will not be accepted. Contractor must submit a minimum of two (2) hard copies each, to the District and / or Architect and / or Commissioning Agent (if applicable). District and / or Architect and / or Commissioning Agent (if applicable) shall return one (1) to the Contractor, who shall reproduce whatever additional copies it requires for distribution.
- B. Contractor shall submit one (1) PDF electronic file, via Procore™, unless directed otherwise by the District and one (1) hard copy of a complete list of all major items of mechanical, plumbing, and electrical equipment and materials in accordance with the approved Submittal Schedule, except as required earlier to comply with the approved Construction Schedule. Other items specified are to be submitted prior to commencing Work. Contractor shall submit items of like kind at one time in a neat and orderly manner. Partial lists will not be acceptable. All documents will be transmitted through Procore™, unless directed otherwise by the District.
- C. Submittals shall include manufacturer's specifications, physical dimensions, and ratings of all equipment. Contractor shall furnish performance curves for all pumps and fans. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on sheet and superfluous information shall be crossed out. If highlighting is used, Contractor shall mark all copies.
- D. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and supplemental information that may be requested.

5. SAMPLES:

- A. Contractor shall submit for approval Samples as required and within the time frame in the Contract Documents. Materials such as concrete, mortar, etc., which require on-site testing will be obtained from Project Site.

- B. Contractor shall submit **four (4)** samples except where greater or lesser number is specifically required by Contract Documents including, without limitation, the Specifications.
 - 1. Samples must be of sufficient size and quality to clearly illustrate functional characteristics, with integrally related parts and attachment devices.
 - 2. Samples must show full range of texture, color, and pattern.
- C. Contractor shall make all Submittals, unless it has authorized Subcontractor(s) to submit and Contractor has notified the District in writing to this effect.
- D. Samples to be shipped prepaid or hand-delivered to the District.
- E. Contractor shall mark samples to show name of Project, name of Contractor submitting, Contract number and segment of Work where representative Sample will be used, all applicable Specifications Sections and documents, Contract Drawing Number and detail, and ASTM or FS reference, if applicable.
- F. Contractor shall not deliver any material to Site prior to receipt of District's and/or Architect's completed written review and approval. Contractor shall furnish materials equal in every respect to approved Samples and execute Work in conformance therewith.
- G. District's and/or Architect's review, acceptance, and/or approval of Sample(s) will not preclude rejections of any material upon discovery of defects in same prior to final acceptance of completed Work.
- H. After a material has been approved, no change in brand or make will be permitted.
- I. Contractor shall prepare its Submittal Schedule and submit Samples of materials requiring laboratory tests to specified laboratory for testing not less than ten (10) days before such materials are required to be used in Work.
- J. Samples which are rejected must be resubmitted promptly after notification of rejection and be marked "Resubmitted Sample" in addition to other information required.
- K. Field Samples and Mock-Ups are to be removed by Contractor at District's direction:
 - 1. Size: As Specified.
 - 2. Furnish catalog numbers and similar data, as requested.

6. REVIEW AND RESUBMISSION REQUIREMENTS:

- A. The District will arrange for review of Sample(s), Shop Drawing(s), Product Data, and other submittal(s) by appropriate reviewer and return to Contractor as provided below within **five (5)** days after receipt or within **five (5)** days after receipt of all related information necessary for such review, whichever is later.

- B. One (1) copy of product or materials data will be returned to Contractor with the review status. Material will be transmitted through Procore™, if possible, unless directed otherwise by the District.
- C. Samples to be incorporated into the Work will be returned to Contractor, together with a written notice designating the Sample with the appropriate review status and indicating errors discovered on review, if any. Other Samples will not be returned, but the same notice will be given with respect thereto, and that notice shall be considered a return of the Sample.
- D. Contractor shall revise and resubmit any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) as required by the reviewer. Such resubmittals will be reviewed and returned in the same manner as original Sample(s), Shop Drawing(s), Product Data, and other submittal(s), within five **(5) days** after receipt thereof or within **five (5) days** after receipt of all related information necessary for such review.
- E. Contractor may proceed with any of the Work covered by Sample(s), Shop Drawing(s), Product Data, and other submittal(s) upon its return if designated as no exception taken, or revise as noted, provided the Contractor proceeds in accordance with the District and/or the Architect's notes and comments.
- F. Contractor shall not begin any of the work covered by a Sample(s), Shop Drawing(s), Product Data, and other submittal(s), designated as revise and resubmit or rejected, until a revision or correction thereof has been reviewed and returned to Contractor.
- G. Sample(s), Shop Drawing(s), Product Data, and other submittal(s) designated as revise and resubmit or rejected and requiring resubmittal, shall be revised or corrected and resubmitted to the District no later than fourteen (14) days or a shorter period as required to comply with the approved Construction Schedule, after its return to Contractor.
- H. Neither the review nor the lack of review of any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) shall waive any of the requirements of the Contract Documents or relieve Contractor of any obligation thereunder.
- I. District's and/or Architect's review of Shop Drawings does not relieve the Contractor of responsibility for any errors that may exist. Contractor is responsible for the dimensions and design of adequate connections and details and for satisfactory construction of all the Work.

END OF DOCUMENT

SITE STANDARDS

1. RELATED DOCUMENTS AND PROVISIONS:

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

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

2. REQUIREMENTS OF THE DISTRICT:

- A. Drug-Free Schools and Safety Requirements:
 - 1. All school sites and other District Facilities have been declared "Drug-Free Zones." No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.
 - 2. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property. Contractor shall post: "Non-Smoking Area" in a highly visible location on Site.
 - 3. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.
- B. Language: Unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students or public will not be allowed.
- C. Disturbing the Peace (Noise and Lighting):
 - 1. Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.

2. The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. District reserves the right to prohibit the use of radios at the Site, except for handheld communication radios (e.g., Nextel phones or radios).
3. If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

D. Traffic:

1. Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.
 2. All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance. Any damage will be repaired to the pre-damaged condition by the Contractor.
 3. District shall designate a construction entry to the Site. If Contractor requests, District determines it is required, and to the extent possible, District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with District and at Contractor's expense.
 4. Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in areas that could otherwise be damaged.
- E. All of the above shall be observed and complied with by the Contractor and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

END OF DOCUMENT

CALGREEN REQUIREMENTS

1. DESCRIPTION

- A. This Section includes general requirements and procedures for compliance with 2016 CALGreen nonresidential mandatory [and voluntary] requirements.
- B. Related Sections:
 - 1. Divisions 01 through 48 Sections, as applicable, for CALGreen requirements specific to the work of each of those Sections.

2. SUBMITTALS

- A. CALGreen submittals are in addition to other submittals. If submitted item is identical to that submitted to comply with other requirements, submit duplicate copies as a separate submittal to verify compliance with indicated CALGreen requirements.
- B. Contractor shall develop a spreadsheet or use one furnished by the Architect [Owner] to track submittals required by CALGreen.
- C. CALGreen Submittals:
 - 1. Furnish documentation showing verification of CALGreen compliance as required by enforcing agency.
 - 2. Storm Water Loss Prevention Plan: Newly constructed projects and additions which disturb less than one acre of land shall prevent the pollution of storm water runoff from the construction activities through one or more of the following measures:
 - a. Local ordinance.
 - b. Best management practices
 - 3. Grading and Paving: Furnish drawing showing grading and paving designed to keep surface water from entering buildings.
 - 4. Construction Waste Management Plan: Furnish a construction waste management plan complying with specified requirements.
 - 5. Composite Wood Products: Furnish documentation showing compliance specified in these specifications.
 - 6. Resilient Flooring: Furnish documentation showing resilient flooring materials meet the pollutant emission limits.

3. SUMMARY OF CALGREEN REQUIREMENTS

A. Planning and Design:

Site Development Requirements: Comply with the applicable requirements specified in these specifications.

1. Storm Water Pollution Program: Newly constructed projects and additions which disturb less than one acre of land shall prevent the pollution of stormwater runoff from the construction activities through one or more of the following measures:
 - a. Local ordinance
 - b. Best management practices
2. Bicycle Parking: Comply with specified in these specifications, as applicable, for short-term and long-term bicycle parking.
 - a. Designated Parking: Comply with specified in these specifications,
 - b. for designated parking for low-emitting, fuel-efficient and
 - c. carpool/van pool vehicles.
3. Light Pollution Reduction: Comply with specified in these specifications, for outdoor lighting systems.
4. Grading and Paving: Construction and grading plans shall comply with specified in these specifications.

B. Water Efficiency and Conservation:

1. Indoor Water Use: Comply with the applicable requirements of specified in these specifications, for Indoor Water Use Baseline.
2. Outdoor Water Use: Comply with the applicable requirements of specified in these specifications.

C. Material Conservation and Resource Efficiency:

1. Water Resistance and Moisture Management: Comply with requirements specified in these specifications, for Weather Protection and Moisture Control.
2. Construction Waste Reduction, Disposal and Recycling: Comply with requirements specified in these specifications.

- a. Recycled and/or salvage for reuse a minimum of 50-percent of the nonhazardous construction and demolition waste or meet a local construction and demolition waste management ordinance, whichever is more stringent.
 - b. Where the local jurisdiction does not have a construction and demolition waste management ordinance, submit a construction waste management plan with the following:
 - i. Identify the materials to be diverted from disposal by efficient usage, recycling, reuse on the Project or salvage for future use or sale.
 - ii. Determine if materials will be sorted on-site or mixed.
 - iii. Identify diversion facilities where material collected will be taken.
 - iv. Indicate the amount of materials diverted, calculated by weight or volume, but not by both.
 - c. Utilize a waste management company that can provide verifiable documentation that the percentage of construction and demolition waste material diverted from the landfill complies with specified in these specifications.
 - d. The combined weight of new construction disposal that does not exceed 2-pounds per sq. ft. of building area may be deemed to meet the 50-percent minimum requirement.
 - e. Documentation shall be provided to the enforcing agency which demonstrated compliance with specified in these specifications.
The waste management plan shall be updated as required and shall be accessible during construction for examination by the enforcing agency.
 - f. 100-percent of trees, stumps, rocks and associated vegetation and soils resulting primarily from land clearing shall be reused or recycled.
3. Building Maintenance and Operation: Comply with the requirements specified in these specifications.
- a. Provide readily accessible areas that serve the entire building and are identified for the depositing, storage and collection of non-hazardous materials for recycling, including paper, corrugated cardboard, glass, plastics and metals.
 - b. For new buildings of 10,000-sq. ft. or more, comply with the commissioning requirements specified in these specifications.
Commissioning shall be performed by trained personnel with experience on projects of comparable size and complexity. General commissioning requirements include the following. The specific requirements of each item are specified in these specifications.
 - i. Owner's or Owner Representative's project requirements.

- ii. Basis of design.
 - iii. Commissioning measures shown in the Construction Documents.
 - iv. Commissioning plan.
 - v. Functional performance testing.
 - vi. Documentation and training.
 - vii. Commissioning Report.
- c. For new buildings less than 10,000-sq. ft., test and adjust systems as specified in these specifications.

D. Environmental Quality:

- 1. Pollutant Control: Comply with the requirements specified in these specifications.
 - a. The permanent HVAC system shall only be used during construction if necessary to condition the building or areas of addition or alteration within the required temperature range for material and equipment installation. If the HVAC system is used during construction, use return air filters with a minimum MERV of 8.
 - b. Cover duct openings and protect mechanical equipment during construction as specified in these specifications.
 - c. Finish materials shall comply with the requirement specified in these specifications, as follows:
 - i. Adhesives, adhesive bonding primers, adhesive primers and caulks shall meet the following requirements:
 - i.1 Adhesives, adhesive bonding primers, adhesive primers, sealants, sealant primers, and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable or SCAQMD Rule 1168 VOC limits as shown in Tables 5.504.4.1 and 5.504.2.
 - i.2 Aerosol adhesives and smaller unit sizes of adhesives, and sealant or caulking compounds shall comply with statewide VOC standards and other requirements, including prohibitions on use of certain toxic compounds, of CCR Title 17, commencing with Section 94507.
 - ii. Architectural paints and coatings shall comply with VOC limits in Table 1 of the ARB Architectural Coatings Suggested Control Measure, as shown in Table 5.504.4.3 unless more stringent local limits apply.

- ii.1 Aerosol paints and coatings shall meet the PWMIR Limits for ROC in Section 94522(a)(3) and other requirements, including prohibitions on use of certain toxic compounds and ozone depleting substances, ion Sections 94522(c)(2) and (d)(2) of CCR, Title 17, commencing with Section 94520 and in areas under the jurisdiction of the Bay Area Air Quality Management District additionally comply with the percent VOC by weight of product limits of Regulation 8 Rule 49.
- iii. Carpet shall meet the testing and product requirements of one of the following, as required specified in these specifications:
 - iii.1 Carpet and Rug Institute's Green Label Plus Program.
 - iii.2 California Department of Public Health Standard Practice for the testing of VOCs (Specification 01350).
 - iii.3 NSF/ANSI 140 at the Gold level.
 - iii.4 Scientific Certifications Systems Sustainable Choice.
 - iii.5 California Collaborative for High Performance Schools (CA-CHPS) and listed in the CHPS High Performance Product Database.
 - iii.6 Carpet cushion shall meet the requirements of the Carpet and Rug Institute Green Label program.
 - iii.7 Carpet adhesive shall meet the requirements of Table 5.504.4.1.
- iv. Composite wood products, including hardwood plywood, particleboard and medium density fiberboard, used on the interior or exterior of the building shall meet the requirements for formaldehyde as specified in ARB's Air Toxics Control Measure for Composite Wood (17 CCR 93120 et seq.) by or before the dates specified in those sections, as shown in Table 5.504.4.5.
- v. For 80% of floor area receiving resilient flooring, installed resilient flooring shall meet at least one of the following:
 - v.1 Certified under the Resilient Floor Covering Institute (RFCI) FloorScore program.
 - v.2 Compliant with the VOC emission limits and testing requirements specified in the California Department of Public Health's 2010 Standard Method for the Testing and Evaluation Chambers, Version 1.1, February 2010.
 - v.3 Compliant with California Collaborative for High Performance Schools (CA-CHPS) Criteria Interpretation for EQ2.2 dated July 2012 and listed in CHPS High Performance Product Database.
 - v.4 Compliant with CDPH criteria as certified under the Green Guard Children's & Schools Programs.

- d. Provide regularly occupied areas of the building with air filtration media for outside and return air prior to occupancy that provides at least a MERV of 8 as specified in these specifications.
- e. Where outdoor areas are provided for smoking, prohibit smoking within 25-feet of building entries, outdoor air intakes and operable windows and in buildings; or as enforced by ordinances, regulations or policies of any city or county, whichever are more stringent. Post signage to inform building occupants of the prohibitions.
- f. Indoor Moisture Control: Comply with the requirements specified in these specifications.
- g. Indoor Air Quality: Comply with the requirements specified in these specifications.
 - 1. Environmental Comfort: Comply with the requirements specified in these specifications.
- h. Outdoor Air Quality: Comply with the requirements specified in these specifications.

E. Summary:

- 1. Certain CALGreen Measures needed to comply with code are dependent on material selections, documentation and means and methods of the work. Each item related to CALGreen may not be specifically identified as CALGreen requirements in this Section. Refer to CALGreen Code, CCR Title 24, Part 11 for complete descriptions of measures and submittal requirements.
- 2. Designate an onsite field staff person contact for all CALGreen prerequisites and credit documentation, subcontractor supervision and submittal coordination and to manage the Contractor's portions of the CALGreen submittal process.
- 3. Documentation for CALGreen Measures shall be submitted in the format required by the CALGreen code.
- 4. A copy of the CALGreen code, CCR Title 24, Part 11 shall be available on-site at all times.
- 5. Additional information on CALGreen can be found at <http://www.bsc.ca.gov>.

F. Meetings:

1. Contractor shall conduct CALGreen compliance meetings as required. Contractor personnel who shall attend CALGreen compliance meetings include, but are not limited to:
 - a. Contractor's project manager.
 - b. Owner's Representative.
 - c. Other attendees designated by Owner's Representative.
 - d. Subcontractor representatives as appropriate to stage of work.
2. At a minimum, CALGreen compliance issues shall be discussed at the following meetings:
 - a. Preconstruction meetings.
 - b. Progress meetings.
 - c. Subcontractor meetings.
 - d. Meetings shall be scheduled as part of regularly scheduled job meetings on-site.

4. NON RESIDENTIAL VOLUNTARY MEASURES

- A. Use locally produced and/or manufactured building materials for at least 10 percent of the construction materials used for the project.
- B. Recycle/reuse at least 50 percent of the demolished and/or grubbed construction materials (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard) if feasible.
- C. Use "Green Building Materials," such as those materials that are resource-efficient and are recycled and manufactured in an environmentally friendly way, for at least 10 percent of the project.

END OF SECTION

MATERIALS AND EQUIPMENT

1 RELATED DOCUMENTS AND PROVISIONS

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

- A. General Conditions, including, without limitation, Purchase of Materials and Equipment;
- B. Special Conditions;
- C. Imported Materials Certification.

2. MATERIAL AND EQUIPMENT

- A. Only items approved by the District and/or Architect shall be used.
- B. Contractor shall submit lists of products and other product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

3. MATERIAL AND EQUIPMENT COLORS

- A. The District and/or Architect will provide a schedule of colors.
- B. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.
- C. Contractor shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

4. DELIVERY, STORAGE, AND HANDLING

- A. Contractor shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.
- B. Contractor shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.
- C. Contractor shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.
- D. Materials are not acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.

- E. Contractor shall store material so as to cause no obstructions of sidewalks, roadways, and underground services. Contractor shall protect material and equipment furnished under Contract.
- F. Contractor may store materials on Site with prior written approval by the District, all material shall remain under Contractor's control and Contractor shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Contractor shall provide for off-site storage at a bonded warehouse and with appropriate insurance coverage at no cost to District.
- G. When any room in Project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

5. MANUFACTURERS

- A. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.
- B. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

6. FACILITIES AND EQUIPMENT

Contractor shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work connected with Contract.

7. MATERIAL REFERENCE STANDARDS

Where material is specified solely by reference to "standard specifications" and if requested by District, Contractor shall submit for review data on actual material proposed to be incorporated into Work of Contract listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

8. WORKMANSHIP

- A. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).
- B. Work shall be executed by tradespersons skilled in their respective lines of Work. When completed, parts shall have been durably and substantially built and present a neat appearance.

9. COORDINATION

- A. Contractor shall coordinate installation of Work so as to not interfere with installation of others. Adjustment or rework because of Contractor's failure to coordinate will be at no additional cost to District.
- B. Contractor shall examine in-place work for readiness, completeness, fitness to be concealed or to receive other work, and in compliance with Contract Documents. Concealing or covering Work constitutes acceptance of additional cost which will result should in-place Work be found unsuitable for receiving other Work or otherwise deviating from the requirements of the Contract Documents.

10. COMPLETENESS

Contractor shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and by Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and refinish," "to match similar," should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

11. APPROVED INSTALLER OR APPLICATOR

Installation by a manufacturer's approved installer or applicator is an understood part of Specifications and only approved installer or applicator is to provide on-site Work where specified manufacturer has on-going program of approving (i.e. certifying, bonding, re-warranting) installers or applicators. Newly established relationships between a manufacturer and an installer or applicator who does not have other approved applicator work in progress or completed is not approved for this Project.

12. MANUFACTURER'S RECOMMENDATIONS

All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of his representative, Contractor shall analyze differences, make recommendations to the District and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the District and/or the Architect.

END OF DOCUMENT

QUALITY CONTROL

1. RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions, including, without limitation, Inspector, Inspections and Tests, Uncovering of Work and Non-conforming of Work and Correction of Work;
- B. Special Conditions.

2. RELATED CODES:

- A. The Work is governed by requirements of Title 24, California Code of Regulations ("CCR"), and the Contractor shall keep a copy of these available at the job Site for ready reference during construction.
- B. The Division of the State Architect ("DSA") shall be notified at or before the start of construction.

3. OBSERVATION AND SUPERVISION:

- A. The District and Architect or their appointed representatives will review the Work and the Contractor shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect and any consulting Structural Engineer will be in accordance with applicable regulations, including, without limitation, CCR, Part 1, Title 24, Section 4-341.
- B. One or more Project Inspector(s) approved by DSA and employed by or in contract with the District, referred to hereinafter as the "Project Inspector", will observe the work in accordance with CCR, Part 1, Title 24, Sections 4-333(b) and 4-342:
 - 1. The Project Inspector shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections. The Contractor shall provide facilities and access as required and shall provide assistance for sampling or measuring materials.
 - 2. The Project Inspector will notify the District and Architect and call the attention of the Contractor to any observed failure of Work or material to conform to Contract Documents.
 - 3. The Project Inspector shall observe and monitor all testing and inspection activities required.
- C. The Contractor shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to CCR, Part 1, Title 24, Section 4-343. The Contractor shall

supervise and direct the Work and maintain a competent superintendent on the job who is authorized to act in all matters pertaining to the Work. The Contractor's superintendent shall also inspect all materials, as they arrive, for compliance with the Contract Documents. Contractor shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Contractor shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by Part 1, Title 24, Section 4-336.

4. TESTING AGENCIES:

- A. Testing agencies and tests shall be in conformance with the General Documents and the requirements of Part 1, Title 24, Section 4- 335.
- B. Testing and inspection in connection with earthwork shall be under the direction of the District's consulting soils engineer, if any, referred to hereinafter as the "Soils Engineer."
- C. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory, referred to hereinafter as the "Testing Laboratory." The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by or in contract with the District.

5. TESTS AND INSPECTIONS:

- A. The Contractor shall be responsible for notifying the District and Project Inspector of all required tests and inspections. Contractor shall notify the District and Project Inspector at least seventy-two hours (72) hours in advance of performing any Work requiring testing or inspection.
- B. The Contractor shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.
- C. The District will pay for first inspections and tests required by the "CCR", and other inspections or tests that the District and/or the Architect may direct to have made, including the following principal items:
 - 1. Tests and observations for earthwork and paving.
 - 2. Tests for concrete mix designs, including tests of trial batches.
 - 3. Tests and inspections for structural steel work.
 - 4. Field tests for framing lumber moisture content.
 - 5. Additional tests directed by the District that establish that materials and installation comply with the Contract Documents.
 - 6. Test and observation of welding and expansion anchors.
- D. The District may at its discretion, pay and back charge the Contractor for:

1. Retests or reinspections, if required, and tests or inspections required due to Contractor error or lack of required identifications of material.
 2. Uncovering of work in accordance with Contract Documents.
 3. Testing done on weekends, holidays, and overtime will be chargeable to the Contractor for the overtime portion.
 4. Testing done off Site.
- E. Testing and inspection reports and certifications:
1. If initially received by Contractor, Contractor shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification.
 - a. The District;
 - b. The Construction Manager, if any;
 - c. The Architect;
 - d. The Consulting Engineer, if any;
 - e. Other engineers on the Project, as appropriate;
 - f. The Project Inspector; and
 - g. The Contractor.
 2. When the test or inspection is one required by the CCR, a copy of the report shall also be provided to the DSA.

END OF DOCUMENT

TEMPORARY FACILITIES AND CONTROLS

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

- ~~A. General Conditions;~~
- B. Special Conditions;
- C. Summary of Work;
- D. Schedule;
- E. Testing and Inspections;
- ~~F. Field Office Trailer;~~
- G. Site Standards

2. TEMPORARY UTILITIES:

A. Electric Power and Lighting

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

~~B. Heat and Ventilation~~

- ~~1. Contractor shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to improper~~

~~temperature and humidity conditions. Portable heaters shall be standard units complete with controls.~~

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

C. Water

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

D. Sanitary Facilities

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

E. Telephone and Internet Service

- ~~1. Contractor shall arrange for field office to have internet access.~~
- ~~2. Contractor Superintendent and Project Manager shall have a phone and email address.~~
- ~~3. Contractor shall pay the costs for telephone and internet service installation, maintenance, service, and removal.~~

F. Fire Protection:

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

G. Trash Removal:

1. Contractor shall provide trash removal on a timely basis.

H. Temporary Facilities:

- ~~1. Contractor shall provide temporary offices, utilities, storage units, fencing, barricades, chutes, elevators, hoists, scaffolds, railings and other facilities or services as required. Contractor shall be responsible for providing, installation, maintenance, supplying and all use charges for the items provided under this section and section 01 52 13.~~

3. CONSTRUCTION AIDS:

A. Plant and Equipment:

1. Contractor shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workmen. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.
2. Contractor shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Contractor at no expense to the District.

- B.** None of the District's tools and equipment shall be used by Contractor for the performance of the Work.

4. BARRIERS AND ENCLOSURES:

- A.** Contractor shall obtain the District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.
- B.** Contractor shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises, the public, and workers. Contractor shall also protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.
- C.** Contractor shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.

D. Contractor shall provide sound blankets around ALL perimeter fencing. Sound blankets are to be Gray IQ-21 Insul-Quilts.

E. Tree and Plant Protection:

1. Contractor shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.
2. Contractor shall provide barriers to a minimum height of 4'-0" around drip line of each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations.
3. Contractor shall not park trucks, store materials, perform Work or cross over landscaped areas. Contractor shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the District and at Contractor's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the District.
4. Contractor shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Contractor's expense.
5. Excavation around Trees:
 - a. Excavation within drip lines of trees shall be done only where absolutely necessary and with written permission from the District.
 - b. Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging and shall be approved by the District. Main lateral roots and taproots shall not be cut. All roots 2 inches in diameter and larger shall be tunneled under and heavily wrapped with wet burlap so as to prevent scarring or excessive drying. Smaller roots that interfere with installation of new work may be cut with prior approval by the District. Roots must first be cut with a Vermeer, or equivalent, root cutter prior to any trenching.
 - c. Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever possible. If encountered immediately adjacent to location of new construction, roots shall be cut approximately 6 inches back from new construction.
 - d. Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities. Do not use mechanical equipment to compact backfill. Tamp carefully using hand tools, refilling and tamping until Final Acceptance as necessary to offset settlement.

- e. Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be wrapped with four layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill.
- f. Accidentally broken roots should be sawed cleanly 3 inches behind ragged end.

5. SECURITY:

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

6. TEMPORARY CONTROLS:

A. Noise Control

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

B. Noise and Vibration

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

C. Dust and Dirt

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

D. Water

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

~~E. Electric~~

- ~~1. Contractor shall provide temporary electric for construction, temporary facilities and connections for construction equipment requiring power or lighting, at all points required for the Work, for inspection and safety.~~
- ~~2. Contractor shall provide adequate task lighting and safe exit(s) inside building(s), as per CAL OSHA guidelines, for safety and security.~~
- ~~3. If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.~~
- ~~4. Contractor shall ensure welding equipment is supplied by electrical generators.~~
- ~~5. Contractor shall at their expense and without limitation remove, extend and/or relocate temporary electric systems as rapidly as required in order to provide for progress of the Work.~~

~~F. Gas~~

- ~~1. Contractor shall furnish, install, maintain and pay for all necessary permits, inspections, metering devices and use charges, move ins/outs, connections and fees, service, extension and distribution, deliveries/pickups, rentals, storage, transportation, taxes, labor, insurance, bonds, materials, equipment and all other required miscellaneous items for the temporary gas systems and upon Substantial Completion of Work, removal of all such temporary gas systems and appurtenances.~~
- ~~2. Contractor shall at their expense and without limitation remove, extend and/or relocate temporary gas systems as rapidly as required in order to provide for progress of the Work.~~

~~G. Telephone and Data~~

- ~~1. Contractor shall furnish, install, maintain and pay for all necessary permits, inspections, move ins/outs, extensions and distribution, devices, connections and fees, use charges, rentals, deliveries/pickups, storage, transportation, taxes, labor, insurance, bonds, material, equipment and all other required miscellaneous items for temporary phone, data service and distribution to Project site temporary offices as required by this section.~~

~~2. Contractor shall at their expense and without limitation remove, extend and/or relocate temporary phone and data service and distribution as rapidly as required in order to provide for progress of the Work.~~

~~3. Upon Substantial Completion of the Work, Contractor shall remove all such temporary phone service, distribution, devices and appurtenances.~~

H. Storage Units:

1. Contractor shall provide secure and waterproof storage units for the temporary storage of furniture, equipment and other items requiring protection.
2. Contractor shall be responsible for delivery charges and will install the storage unit in an appropriate area.
3. Contractor shall remove the storage unit from the Project site when the storage unit is no longer required for the Work or upon substantial Completion of the Work.
4. Contractor shall at their expense and without limitation remove and/or relocate storage units as rapidly as required in order to provide for progress of the Work.

I. Pollution

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

7. ~~JOB SIGN(S):~~

~~A. General:~~

- ~~1. Contractor shall provide and maintain a Project identification sign with the design, text, and colors designated by the District and/or the Architect; locate sign as approved by the District.~~
- ~~2. Signs other than the specified Project sign and or signs required by law, for safety, or for egress, shall not be permitted, unless otherwise approved in advance by the District.~~

~~B. Materials:~~

- ~~1. Structure and Framing: Structurally sound, new or used wood or metal; wood shall be nominal 3/4-inch exterior grade plywood.~~
- ~~2. Sign Surface: Minimum 3/4-inch exterior grade plywood.~~
- ~~3. Rough Hardware: Galvanized.~~

~~4. Paint: Exterior quality, of type and colors selected by the District and/or the Architect.~~

C. Fabrication:

~~1. Contractor shall fabricate to provide smooth, even surface for painting.~~

~~2. Size: 4'-0" x 8'-0", unless otherwise indicated.~~

~~3. Contractor shall paint exposed surfaces of supports, framing, and surface material with exterior grade paint: one coat of primer and one coat of finish paint.~~

~~4. Text and Graphics: As indicated.~~

8. PUBLICITY RELEASES:

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

END OF DOCUMENT

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

1. RELATED DOCUMENTS AND PROVISIONS:

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

- A. ~~General Conditions;~~
- B. Special Conditions;
- C. CalGreen Requirements;
- D. Storm Water Pollution Control;

2. REFERENCES:

- A. California Integrated Waste management Act of 1989 (AB 939)
- B. California Code of Regulations Title 14, Section 18700
- C. California Green Building Standards Code, "CalGreen", Title 24, Part 11.

3. SECTION INCLUDES:

Administrative and procedural requirements for the following:

- A. Salvaging non-hazardous construction waste.
- B. Recycling non-hazardous construction waste.
- C. Disposing of non-hazardous construction waste.

4. DEFINITIONS:

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.
- G. Chemical Waste: Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals and inorganic wastes.

~~H. Sanitary Wastes:~~

- ~~1. Garbage: Refuse and scraps resulting from preparation, cooking, distribution, or consumption of food.~~
- ~~2. Sewage: Domestic sanitary sewage.~~

5. PERFORMANCE REQUIREMENTS:

General: Develop waste management plan that results in end-of Project rates for salvage/recycling of fifty percent (50%) by weight (or by volume, but not a combination) of total waste generated by the Work.

6. SUBMITTALS:

- A. Waste Management Plan: Submit waste management plan within **5 days of date** established for commencement of the Work.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit copies of report. Include the following information:
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Total quantity of waste in tons or cubic yards.
 - 4. Quantity of waste salvaged, both estimated and actual in tons or cubic yards.
 - 5. Quantity of waste recycled, both estimated and actual in tons or cubic yards.
 - 6. Total quantity of waste recovered (salvaged plus recycled) in tons or cubic yards.
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

- C. Submit permit or license and location of recycling or waste disposal sites. Waste Reduction Calculations: Before request for final payment, submit copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- H. CHPS Submittal: CHPS letter template for Credit ME2.0 and ME2.1, signed by Contractor, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met.
- I. Qualification Data: For Waste Management Coordinator.
- J. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- K. Submittal procedures and quantities are specified in Document 01 33 00.

7. QUALITY ASSURANCE:

- A. Waste Management Coordinator Qualifications: LEED Accredited Professional by U.S. Green Building Council.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements. Review methods and procedures related to waste management including, but not limited to, the following:
 - 1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - 2. Review requirements for documenting quantities of each type of waste and its disposition.

3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
5. Review waste management requirements for each trade.

8. WASTE MANAGEMENT PLAN:

- A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

9. PLAN IMPLEMENTATION:

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

- B. Comply with Document 01 50 00 for operation, termination, and removal requirements.
Equipment Salvage: Any existing equipment that can be salvage for resale, reuse, or salvaged for parts shall be removed in a manner preserving the equipment integrity. Removed equipment shall be palletized all the operational parts included, wrap in plastic shrink-wrap, and return as directed by the District. The District may also require any equipment be sent to a designated reseller. The following equipment maybe salvaged including but not limited to the following:
1. Light fixtures (without fluorescent Light bulbs)
 2. Electrical equipment (deemed PCB free)
 3. Electronic Equipment / IDF cabinets or racks
 4. Ventilation hoods
 5. Refrigerators or Freezers (including Walk-ins)
 6. Mechanical Units
 7. Mechanical Compressors
 8. Plumbing fixtures
 9. Toilet room accessories
 10. Windows, Doors and Frames
 11. Casework
 12. White Boards and framed Pin Boards
 13. Pencil sharpeners / Projections Screens
 14. Masonry or bricks
 15. Others as appropriate.
- C. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- D. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
1. Distribute waste management plan to everyone concerned within 3 days of submittal return.
 2. Distribute waste management plan to entities when they first begin work on site. Review plan procedures and locations established for salvage, recycling, and disposal.

- E. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas of Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 2. Comply with Document 01 50 00 for controlling dust and dirt, environmental protection, and noise control.

10. RECYCLING CONSTRUCTION WASTE:

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to the Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project Site. Include list of acceptable and unacceptable materials at each container and bin.
 - 2. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 3. Stockpile processed materials on site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 4. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 5. Store components off the ground and protect from the weather.
 - 6. Remove recyclable waste off District property and transport to recycling receiver or processor.
- D. Packaging:
 - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - 2. Polystyrene Packaging: Separate and bag material.
 - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project Site. For pallets that remain on Site, break down pallets into component wood pieces and comply with requirements for recycling wood.

- 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- E. Site-Clearing Wastes: Chip brush, branches, and trees on site.
- F. Wood Materials:
 - 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
 - 2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- G. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.
 - 1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

11. DISPOSAL OF WASTE:

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project Site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Designate an on-site person to be responsible for instructing workers and overseeing the sorting and recording of waste/recyclable materials.
- D. Include waste management and recycling in worker orientation and as an agenda item for regular Project meetings.
- E. Recyclable and waste bin areas shall be limited to areas approved on the Waste Management Plan. Keep recycling and waste bins neat and clearly marked to avoid contamination of materials.
- F. Disposal: Transport waste materials off District property and legally dispose of them.

12. ATTACHMENTS:

- A. Document 01 50 13.01 Waste Management Plan
- B. Document 0150 13.02 Waste Management Monthly Progress Report

END OF SECTION

Construction Waste Management Plan

SECTION 01 50 13.01 PLAN

District logo here

Contractor or Subcontractor

Project Name:

Project Number :

Date :

MATERIAL TYPE	REUSE	RECYCLE	DISPOSAL	ESTIMATE QUANTITY MATERIALS	SOURCE SEPARATED	COMMINGLED	HAULER Name, Address, License No., or Permit	MATERIAL DESTINATION Name, Address, License No., or Permit
Asphalt								
Land Cleaning Debris								
Soil								
Tree and Shrubs								
Concrete/Conc Brick								
Brick/Masonry Mat.								
Untreated Lumber								
Clean Dimen. Wd								
Plywood								
Paper - Bond.								
Paper - newsprint								
Cardboard and paper plastic								
Rigid Foam								
Ferrous Metal								
Non-Ferrous Metal								
Glass								
Gyp Board (unpainted)								
Carpet/Padding								
Paint								
Beverage Containers								
Plumbing Fixtures								
Electrical Fixtures								
Electrical Wire								

District approval: _____

date: _____

Construction Waste Management Report

SECTION 01 50 13.02 REPORT

District logo here

Reporting Contractor
or Subcontractor

Project Name:

Project No.:

Date:

Pay Application:

MATERIAL TYPE	REUSE TONS	RECYCLE TONS	DISPOSAL TONS	SITE SEPARATED	COMMINGLED	HAULER	MATERIAL DESTINATION
Land Cleaning Debris							
Soil							
Tree and Shrubs							
Concrete/Conc Brick							
Brick/Masonry Mat.							
Untreated Lumber							
Clean Dimen. Wood							
Plywood							
Paper - Bond.							
Paper - newsprint							
Cardboard and paper plastic							
Rigid Foam							
Ferrous Metal							
Non-Ferrous Metal							
Glass							
Gyp Board (unpainted)							
Carpet/Padding							
Paint							
Beverage Containers							
Plumbing Fixtures							
Electrical Fixtures							
Electrical Wire							

SUBTOTAL TONS	0	0	0	0	0
TOTAL WASTE IN TONS	0				
% WASTE DIVERTED LANDFILL	#DIV/0!				

OWNER-FURNISHED PRODUCTS

1. RELATED DOCUMENTS AND PROVISIONS:

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

- A. ~~General Conditions;~~
- B. Special Conditions; and
- C. Materials and Equipment.

2. SECTION INCLUDES:

Requirements for the following:

- A. Installing Owner-furnished materials and equipment.
- B. Providing necessary utilities, connections and rough-ins.

3. DEFINITIONS

- A. Owner: District, who is providing/furnishing materials and equipment.
- B. Installer Contactor: Contractor, who is installing the materials and equipment furnished by the Owner.

4. PRODUCT DELIVERY, STORAGE, AND HANDLING:

- A. Receive, store and handle products in accordance with the manufacturer's instructions.
- B. Protect equipment items as required to prevent damage during storage and construction.

5. GENERAL PRODUCT REQUIREMENTS:

- A. Installer Contractor's Responsibilities:
 - 1. Verify mounting and utility requirements for Owner-furnished materials and equipment items.
 - 2. Provide mounting and utility rough in for all items where required.
 - a. Rough in locations, sizes, capacities, and similar type items shall be as indicated and required by product manufacturer.

B. Owner and Installer Contractor(s) Responsibilities:

Owner-Furnished/Contractor Installed ("OFCI"): Furnished by the Owner; installed by the Installer Contractor.

1. General: Owner and Installer Contractor(s) will coordinate deliveries of materials and equipment to coincide with the construction schedule.
2. Owner will furnish specified materials and equipment delivered to the site. Owner/vendor's representative shall be present on Site at the time of delivery to comply with the contract requirements and Specifications Section 01 43 00, Materials and Equipment, Article 1.04.
3. The Owner furnishing specified materials and equipment is responsible to provide manufacturer guarantees as required by the Contract to the Installer Contractor.
4. The Installer Contractor shall:
 - a. Review, verify and accept the approved manufacturer's submittal/Shop Drawings for all materials and equipment required to be installed by the Installer Contractor and furnished by the Owner. Any discrepancies, including but not limited to possible space conflicts, should be brought to the attention of the Project Manager and/or Program Manager, if applicable.
 - b. Coordinate timely delivery. Installer Contractor shall receive materials and equipment at Site when delivered and give written receipt at time of delivery, noting visible defects or omissions; if such declaration is not given, the Installer Contractor shall assume responsibility for such defects and omissions.
 - c. Store materials and equipment until ready for installation and protect from loss and damage. Installer Contractor is responsible for providing adequate storage space.
 - d. Coordinate with other bid package contractors and field measurement to ensure complete installation.
 - e. Uncrate, assemble, and set in place.
 - f. Provide adequate supports.
 - g. Install materials and equipment in accordance with manufacturer's recommendations, instructions, and Shop Drawings, supply labor and material required, and make mechanical, plumbing, and electrical connections required to operate equipment.
 - h. Be certified by equipment manufacturer for installation of the specific equipment supplied by the Owner.
 - i. Provide anchorage and/or bracing as required for seismic restraint per Title 24, UBC Standard 27-11 and all other applicable codes.

- j. Provide the contract-required warranty and guarantee for all work, materials, equipment, and installation upon its completion and acceptance by the District. Guarantee includes all costs associated with the removal, shipping to and from the Site, and re-installation of any equipment found to be defective.
- C. Compatibility with Space and Service Requirements:
 - 1. Equipment items shall be compatible with space limitations indicated and as shown on the Contract Documents and specified in other sections of the Specifications.
 - 2. Modifications to equipment items required to conform to space limitations specified for rough in shall not cause additional cost to the District.
- D. Manufacturer's printed descriptions, specifications, and instructions shall govern the Work unless specifically indicated or specified otherwise.

6. FURNISHED MATERIALS AND EQUIPMENT

- A. All furnished materials and equipment are indicated or scheduled on the Contract Documents.

7. INSTALLATION

- A. Install equipment items in accordance with the manufacturer's instructions.
- B. Set equipment items securely in place, rigidly or flexibly mounted in accordance with manufacturers' directions.
- C. Make electrical and mechanical connections as indicated and required.
- D. Touch-up and restore damaged or defaced finishes to the District's satisfaction.

8. CLEANING AND PROTECTION

- A. Repair or replace items not acceptable to the Architect and / or District.
- B. Upon completion of installation, clean equipment items in accordance with manufacturer's recommendations, and protect from damage until final acceptance of the Work by the District.

END OF DOCUMENT

SECTION 01 66 00

PRODUCT DELIVERY, STORAGE AND HANDLING

1. RELATED DOCUMENTS AND PROVISIONS

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

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

2. PRODUCTS

Products are as defined in the General Conditions.

- A. Contractor shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- B. Contractor shall provide interchangeable components of the same manufacturer, for similar components.

3. TRANSPORTATION AND HANDLING

- A. Contractor shall transport and handle Products in accordance with manufacturer's instructions.
- B. Contractor shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.
- C. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

4. STORAGE AND PROTECTION

- A. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive products in weather-tight, climate-controlled enclosures.
- B. For exterior storage of fabricated Products, Contractor shall place on sloped supports, above ground.
- C. Contractor shall provide off-site storage and protection when Site does not permit on-site storage or protection.
 - 1. Storage shall be a secure and bonded warehouse.

- D. Payment will not be made by the Owner for materials stored off-site, until such time as the materials are incorporated into the Work Contractor shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
- E. Contractor shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.
- F. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

END OF DOCUMENT

CUTTING AND PATCHING

1. RELATED DOCUMENTS AND PROVISIONS:

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

- ~~A. General Conditions, including, without limitation, Inspector, Inspections, and Tests, Integration of Work, Nonconforming Work, and Correction of Work, and Uncovering Work;~~
- B. Special Conditions;
- C. Hazardous Materials Procedures and Requirements;
- D. Hazardous Materials Certification;
- E. Lead-Based Paint Certification;
- F. Imported Materials Certification.

2. CUTTING AND PATCHING:

- A. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:
 - 1. Make several parts fit together properly.
 - 2. Uncover portions of Work to provide for installation of ill-timed Work.
 - 3. Remove and replace defective Work.
 - 4. Remove and replace Work not conforming to requirements of Contract Documents.
 - 5. Remove Samples of installed Work as specified for testing.
 - 6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
 - 7. Attaching new materials to existing remodeling areas – including painting (or other finishes) to match existing conditions.
- B. In addition to Contract requirements, upon written instructions from the District, Contractor shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.

- C. Contractor shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.

3. SUBMITTALS:

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

4. QUALITY ASSURANCE:

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

5. PAYMENT FOR COSTS:

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

6. MATERIALS:

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

7. INSPECTION:

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

8. PREPARATION:

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

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

9. ERECTION, INSTALLATION AND APPLICATION:

- A. With respect to performance, Contractor shall:
 - 1. Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.
 - 2. Execute cutting and demolition by methods that will prevent damage to other Work and provide proper surfaces to receive installation of repairs and new Work.
 - 3. Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement.
- B. Contractor shall employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.
 - 2. Sight-exposed finished surfaces.
- C. Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.
- D. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Contractor shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.
- E. Contractor shall restore Work which has been cut or removed. Contractor shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.
- F. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF DOCUMENT

ALTERATION PROJECT PROCEDURES

1. RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions, including, without limitation, Integration of Work, Purchase of Materials and Equipment, Uncovering of Work and Non-conforming Work and Correction of Work and Trenches;
- B. Special Conditions.

2. PRODUCTS FOR PATCHING AND EXTENDING WORK:

- A. New Materials: As specified in the Contract Documents including, without limitation, in the Specifications, Contractor shall match existing products, conditions, and work for patching and extending work.
- B. Type and Quality of Existing Products: Contractor shall determine by inspection, by testing products where necessary, by referring to existing conditions and to the Work as a standard.

3. EXAMINATION:

- A. Contractor shall verify that demolition is complete and that areas are ready for installation of new Work.
- B. By beginning restoration Work, Contractor acknowledges and accepts the existing conditions.

4. PREPARATION:

- A. Contractor shall cut, move, or remove items as necessary for access to alterations and renovation Work. Contractor shall replace and restore these at completion.
- B. Contractor shall remove unsuitable material not as salvage unless otherwise indicated in the Contract Documents. Unsuitable material may include, without limitation, rotted wood, corroded metals, and deteriorated masonry and concrete. Contractor shall replace materials as specified for finished Work.
- C. Contractor shall remove debris and abandoned items from all areas of the Site and from concealed spaces.
- D. Contractor shall prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.
- E. Contractor shall close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Contractor shall insulate ductwork and piping to

prevent condensation in exposed areas. Contractor shall insulate building cavities for thermal and/or acoustical protection, as detailed.

5. INSTALLATION:

- A. Contractor shall coordinate Work of all alternations and renovations to expedite completion and to accommodate District occupancy.
- B. Designated Areas and Finishes: Contractor shall complete all installations in all respects, including operational, mechanical work and electrical work.
- C. Contractor shall remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition.
- D. Contractor shall refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- E. Contractor shall install products as specified in the Contract Documents, including without limitation, the Specifications.

6. TRANSITIONS:

- A. Where new Work abuts or aligns with existing, Contractor shall perform a smooth and even transition. Patched Work must match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new Work is not possible, Contractor shall terminate existing surface along a straight line at a natural line of division and make a recommendation for resolution to the District and the Architect for review and approval.

7. ADJUSTMENTS:

- A. Where removal of partitions or walls results in adjacent spaces becoming one, Contractor shall rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- B. Where a change of plane of 1/4 inch or more occurs, Contractor shall submit a recommendation for providing a smooth transition to the District and the Architect for review and approval.
- C. Contractor shall trim existing doors as necessary to clear new floor finish and refinish trim as required.
- D. Contractor shall fit Work at penetrations of surfaces.

8. REPAIR OF DAMAGED SURFACES:

- A. Contractor shall patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- B. Contractor shall repair substrate prior to patching finish.

9. CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS:

- A. Cultivated or planted areas and other surface improvements which are damaged by actions of the Contractor shall be restored by Contractor to their original condition or better, where indicated.
- B. Contractor shall protect and replace, if damaged, all existing guard posts, barricades, and fences.
- C. Contractor shall give special attention to avoid damaging or killing trees, bushes and/or shrubs on the Premises and/or identified in the Contract Documents, including without limitation, the Drawings.

10. FINISHES:

- A. Contractor shall finish surfaces as specified in the Contract Documents, including without limitations, the provisions of all Divisions of the Specifications.
- B. Contractor shall finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, Contractor shall refinish entire surface to nearest intersections.

11. CLEANING:

- A. Contractor shall continually clean the Site and the Premises as indicated in the Contract Documents, including without limitation, the provisions in the General Conditions and the Specifications regarding cleaning.

END OF DOCUMENT

CONTRACT CLOSEOUT AND FINAL CLEANING

1. RELATED DOCUMENTS AND PROVISIONS

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

- A. General Conditions, including, without limitation, Completion of Work;
- B. Special Conditions;
- C. Progress Payment Procedures
- D. Schedule of Work
- E. Construction Waste Management
- F. Project Record Documents;
- G. Operations and Maintenance Data;
- H. Warranties;
- I. Record Documents;
- J. Commissioning; **If applicable**
- K. Temporary Facilities and Controls

2. CLOSEOUT PROCEDURES

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

3. FINAL CLEANING

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

- G. Contractor shall remove waste and surplus materials, rubbish, and construction facilities from the Site.

4. ADJUSTING

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

5. RECORD DOCUMENTS AND SHOP DRAWINGS

- A. Contractor shall legibly mark each item to record actual construction, including:
 - 1. Measured depths of foundation in relation to finish floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract Drawings
 - 6. Changes made by modification(s).
 - 7. References to related Shop Drawings and modifications.
- B. Contractor will provide a complete set of Record Drawings to the District: one (1) hard copy, one (1) electronic file and upload one (1) set into Procore™.
- C. Contractor shall submit all required documents to District and/or Architect prior to or with its final Application for Payment.

6. INSTRUCTION OF DISTRICT PERSONNEL

- A. Before final inspection, at agreed upon times, Contractor shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six months.
- C. Contractor shall provide instructions by manufacturer's representatives if installers are not experienced in operations and maintenance procedures. Installer to provide District Representative with Operations and Training agenda two (2) weeks prior to requested training. Proposed to District Representative three optional dates and times for proposed trainings. District Representative will schedule training with District Maintenance and Operation Departments. Training Agenda to include:
 - 1. Systems Overview

2. Maintenance manuals
 3. Spare parts and materials
 4. Tools
 5. Lubricants
 6. Fuels
 7. Identification of systems
 8. Control Sequences
 9. Hazards
 10. Cleaning
 11. Warranties and bonds
 12. Maintenance agreements and similar continuing commitments
- D. As part of instruction for operation equipment, demonstrate the following procedures:
1. Start-up
 2. Shutdown
 3. Emergency operations
 4. Noise and vibration adjustments
 5. Safety procedures
 6. Economy and efficiency adjustments
 7. Effective energy utilization
- E. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- F. Contractor shall prepare and insert additional data in Operation and Maintenance Manual when the need for such data becomes apparent during instruction.
- G. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

- H. Contractor shall prepare instruction video of each training. Provide District with one (1) hard copy, one (1) electronic copy of each training and upload each copy into Procore™, into the folder directed by the District.

7. SPARE PARTS AND MAINTENANCE MATERIALS

- A. Two (2) weeks prior to Substantial Completion of the Work, Contractor shall submit a list of extra stock items to District Representative. Identify quantity of material to be turned over and the approximate size of boxes.
- B. Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.
- C. Provide notification to District Representative when extra material is ready to be turned over. Contractor is responsible to collect and store all extra stock until a turnover time is agreed upon.
- D. Contractor to turn over materials at a location directed by the District Representative.
- E. Contractor shall provide District all required Operation and Maintenance Data.

8. PRODUCTS Not used.

9. EXECUTION Not used.

END OF DOCUMENT

OPERATION AND MAINTENANCE DATA

1. RELATED DOCUMENTS AND PROVISIONS

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

- A. General Conditions, including, without limitation, Completion of the Work;
- B. Special Conditions.

2. QUALITY ASSURANCE

Contractor shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

3. FORMAT

- A. Contractor shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").
- B. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Contractor shall correlate data into related consistent groupings.
- C. Cover: Contractor shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.
- D. Contractor shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.
- E. Contractor shall provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: The content shall include Manufacturer's printed data, or typewritten data on 24-pound paper.
- G. Drawings: Contractor shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

4. CONTENTS, EACH VOLUME

- A. Table of Contents: Contractor shall provide title of Project; names, addresses, and telephone numbers of the Architect, any engineers, sub-consultants, Subcontractor(s), and Contractor with name of responsible parties; and schedule of products and systems, indexed to content of the volume.

- B. For Each Product or System: Contractor shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Contractor shall mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Contractor shall supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Contractor shall not use Project Record Documents as maintenance drawings.
- E. Text: The Contractor shall include any and all information as required to supplement product data. Contractor shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- F. Warranties and Bonds: Contractor shall bind in one copy of each.

5. MANUAL FOR MATERIALS AND FINISHES

- A. Building Products, Applied Materials, and Finishes: Contractor shall include product data, with catalog number, size, composition, and color and texture designations. Contractor shall provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Contractor shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Contractor shall include product data listing applicable reference standards, chemical composition, and details of installation. Contractor shall provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: Contractor shall include all additional requirements as specified in the Specifications.
- E. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

6. MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Each Item of Equipment and Each System: Contractor shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Contractor shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.
- B. Contractor shall include color coded wiring diagrams as installed.
- C. Maintenance Requirements: Contractor shall include routine procedures and guide for troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

- D. Contractor shall include manufacturer's printed operation and maintenance instructions.
- E. Contractor shall include sequence of operation by controls manufacturer.
- F. Contractor shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- G. Contractor shall provide control diagrams by controls manufacturer as installed.
- H. Contractor shall provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- I. Contractor shall provide charts of valve tag numbers, with location and function of each key.
- J. Contractor shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- K. Additional Requirements: Contractor shall include all additional requirements as specified in Specification(s).
- L. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

7. SUBMITTALS

- A. Contractor shall submit to the District for review two (2) copies of preliminary draft or proposed formats and outlines of the contents of the Manual within thirty (30) days of Contractor's start of Work.
- B. For equipment, or component parts of equipment put into service during construction and to be operated by District, Contractor shall submit draft content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.
- C. Contractor shall submit two (2) hard copies, one (1) electronic copy and upload electronic copy to Procore™ (in the folder directed by the District) of a complete Manual in final form prior to final Application for Payment. Copy will be returned with District comments. Contractor must revise the content of the Manual as required by District prior to District's approval of Contractor's final Application for Payment.
- D. Contractor must submit two (2) hard copies, one (1) electronic copy and upload electronic copy to Procore™ (in the folder directed by the District) of revised Manual in final form within **ten (10)** days after final inspection.

END OF DOCUMENT

WARRANTIES

1. RELATED DOCUMENTS AND PROVISIONS

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

- A. General Conditions, including, without limitation, Warranty/Guarantee Information;
- B. Special Conditions.

2. FORMAT

- A. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size.
- B. Cover: Contractor shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project.
- C. Table of Contents: Contractor shall provide title of Project; name, address, and telephone number of Contractor and equipment supplier, and name of responsible principal. Contractor shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the product or work item is specified.
- D. Contractor shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Contractor shall list each applicable and/or responsible Subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).
- E. Contractor shall provide all documents on a USB and uploaded into Procore™. Each tab in the binder should be a separate file.
 - 1. File should be identified per the binder cover and table of contents.
- F. Contractor shall provide a Warranty Guarantee form for each warranty.

3. PREPARATION:

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

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

4. TIME OF SUBMITTALS:

- A. For equipment or component parts of equipment put into service during construction with District's permission, Contractor shall submit a draft warranty for that equipment or component within **ten (10)** days after acceptance of that equipment or component.
- B. Contractor shall submit for District approval all warranties and related documents within **ten (10)** days after date of completion. Contractor must revise the warranties as required by the District prior to District's approval of Contractor's final Application for Payment.
- C. For items of work delayed beyond date of completion, provide updated submittal within ten days after acceptance, listing the date of acceptance as start of warranty period.

END OF DOCUMENT

WARRANTY/GUARANTEE

Warranty/Guarantee for **Mountainview School Exterior Painting Project**

We hereby warrant/guarantee the Material and Labor which we have installed at Mountainview Elementary School, 22201 W. Cypress Place, Saugus, CA 91390 has been performed in accordance with the plans, drawings and specifications and that the work as installed will fulfill the requirements included in the specifications and the Contract Documents. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship within a period of Two (2) years from date of completion of the Project or material within a period per specification section from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the **Saugus Union School District**, but no later than **five (5) calendar** days after being notified in writing by the **Saugus Union School District**, the undersigned authorizes the **Saugus Union School District** to proceed to have said defects repaired or replaced and made good at the expense of the undersigned, which will pay the costs and charges therefore upon demand.

Subcontractor's Typed Name

Prime/General Contractor

By: _____
Print Name/Title

By: _____
Print Name/Title

Signature of Subcontractor

Signature of Authorized Signer

Representative to be contacted for Services:

Name: _____ State License No: _____

Address: _____

City, State & Zip _____

Phone Number: _____

END OF SECTION

RECORD DOCUMENTS

1. RELATED DOCUMENTS AND PROVISIONS:

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

- A. General Conditions, including, without limitation, Documents on Work;
- B. Special Conditions.

2. GENERAL:

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

3. RECORD DRAWING INFORMATION:

- A. Contractor shall record the following information:
 - 1. Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.
 - 2. Actual numbering of each electrical circuit.
 - 3. Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.
 - 4. Locations of all items, not necessarily concealed, which vary from the Contract Documents.

5. Installed location of all protection anodes.
6. Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.
7. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.
8. Sufficient information to locate Work concealed in each building with reasonable ease and accuracy.

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

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

4. RECORD SPECIFICATIONS

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

5. MAINTENANCE OF RECORD DOCUMENTS

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

END OF DOCUMENT

PART 1 – GENERAL:

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specifications sections which apply to work of this section as if printed herein.

1.1 SUMMARY

- 1.1.1 Work includes complete preparation and finishing of all surfaces including but not limited to: Buildings, doors, frames, all trim, poles, handrails, etc... except surfaces specifically excluded.
- 1.1.2 Replace all dry rote where indicated on attached site plans
- 1.1.3 Surfaces not to be painted unless otherwise specified:
 - 1.1.3.1 Aluminum, Copper, Brass, Stainless Steel, Nickel or Chrome.
 - 1.1.3.2 Electrical fixtures and receptacles.
 - 1.1.3.3 Exterior concrete pavements.
 - 1.1.3.4 All items with complete factory finish, except mechanical and electrical items as specified herein.
 - 1.1.3.5 Code required labels, equipment identification and performance rating plates.
 - 1.1.3.6 Other surfaces as indicated on the drawings.
- 1.1.3 Related work:
 - 1.1.4.1 Exhibit A Requirements for Disturbance of Lead

1.2 SUBMITTALS

- 1.2.1 Submit one (1) copy and one (1) electronic copy of a complete list of all materials proposed for use in the work, including manufacturer's technical data, identified by manufacturer's name and product number.
- 1.2.2 Submit for approval three (3) 8-½" x 11" samples of each color and finish. For natural and stained finishes, provide samples on type and quality of wood used on the product. Identify each sample as to color, finish type, and texture. Color shall be as selected by the DISTRICT.

1.3 QUALITY ASSURANCE

- 1.3.1 Work, equipment and materials must conform to applicable Federal, State, and Local laws and regulations, including compliance with all air quality regulations applicable to the project location. Current manufacturer's material safety data sheets for all materials in use and/or stored at the project site must be on the site at all times.
- 1.3.2 Prepare sample wall areas as directed by the DISTRICT. These areas will represent the standard of work for the project when approved.

1.4 DELIVERY, STORAGE AND HANDLING

- 1.4.1 All materials shall be of the brand and quality specified and shall be delivered at the project site in clean, original, unopened, labeled containers bearing the manufacturer's name, type of paint and instructions for mixing and/or reducing.
- 1.4.2 Store materials as designated. Storage area shall be kept clean and neat at all times. All damage to storage area and surrounding areas shall be cleaned and repaired to new condition.
- 1.4.3 Rags, waste and combustible rubbish shall be stored in approved metal containers and removed daily from site. Take all necessary precautions to prevent fire.
- 1.4.4 Provide one gallon of paint for each type/color of paint used for extra stock.
 - 1.4.4.1 Label each container with color, texture, and room locations, in addition to the manufacturer's label.

1.5 PROJECT SITE CONDITIONS

- 1.5.1 Measure moisture content of surfaces using an electronic moisture meter. Do not apply materials unless moisture contents are below the following maximums:
 - 1.5.1.1 Plaster – 8 percent
 - 1.5.1.2. Gypsum Board – 12 percent
 - 1.5.1.3 Masonry, Concrete and Concrete Block – 12 percent
 - 1.5.1.4 Wood – 15 percent
- 1.5.2 Ensure surface temperature fall within recommendations of the material manufacturer.
- 1.5.3 Do not apply materials during fog, rain or mist, or when inclement weather is expected within the dry time specified by the manufacturer.

1.6 SEQUENCING AND SCHEDULING

- 1.6.1 Backpriming of all wood items to be set against concrete, masonry or plaster shall be performed, scheduled and coordinated to avoid delays in installation.
- 1.6.2 Priming of walls scheduled to receive wall covering shall be performed and scheduled to facilitate dry time prior to wall covering installation.

1.7 MAINTENANCE

- 1.7.1 Provide Owner with unopened, clearly labeled containers of each type and color of finish material installed for maintenance use. Quantities provided shall be a minimum of 2 percent of quantities actually applied, but not less than 1 gallon each.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- 2.1.1 Materials necessary to complete the painting and finishing schedule as specified herein are taken from the stock list of the Architectural finishes of Vista Paint Corporation or equal, and are standards for kind, quality and function.

2.2 MATERIALS

- 2.2.1 All materials shall conform with specified standards of quality and shall be of fresh stock, unused, free of defects and imperfections. Where two (2) or more identical or compatible materials are required, they shall be of the same manufacture.
- 2.2.2 Materials shall be ready-mixed except field catalyzed coatings. Field tinting of materials will not be permitted.
- 2.2.3 Materials shall have good flowing and brushing characteristics and dry or cure free from streaks or sags.
- 2.2.4 Paint accessory materials such as putty, spackle, thinners, reducers and shellacs shall be of the highest quality and fully compatible with the specified materials.

PART 3 – EXECUTION

3.1 EXAMINATION

- 3.1.1 Thoroughly examine surfaces scheduled to be painted prior to commencement of work. Report in writing to the Construction Manager and / or DISTRICT any condition that may potentially affect proper application and appearance. Do not commence until such defects in have been corrected.
- 3.1.2 Where directed by the Construction Manager and / or DISTRICT, correct defects in surfaces which may adversely affect work of this section.

3.2 PROTECTION

- 3.2.1 Protect unpainted surfaces, lawns, shrubbery and adjacent surfaces against paint and damage. Repair damage resulting from inadequate protection.
- 3.2.2 Furnish sufficient drop cloths, shields, and protective equipment to prevent spray or splatter from foul surfaces not being painted.
- 3.2.3 Remove electrical plates, surfaces hardware and related fittings prior to commencement of work. Carefully store, clean and replace these items on completion of work in each area.
- 3.2.4 Protect all surfaces, equipment and fixtures from damage resulting from use of fixed, movable and hanging scaffolding, planking and staging. Repair damage resulting from inadequate protection.

3.3 PREPARATION

- 3.3.1 Concrete surfaces shall be dry, clean and free from efflorescence, encrustations and other foreign matter. Any glazed surface shall be slightly roughened or etched. Curing compounds, bond breakers, release agents and other coatings shall be removed with a light sandblast or high pressure power wash.
- 3.3.2 Remove dirt, loose mortar, scale, powder and other foreign matter from concrete block surfaces which are to be painted or treated with a clear sealer.
- 3.3.3 Remove mildew from affected surfaces with a solution of Tri-Sodium Phosphate and bleach.

- 3.3.4 Rinse with clean water and allow to dry completely.
- 3.3.5 Remove all oils and contamination from galvanized and aluminum surfaces scheduled to be painted by washing with mineral spirits.
- 3.3.6 Remove grease, rust, scale, dirt, and dust from ferrous metal surfaces. Prime coating shall be performed not less than 30 minutes, not more than 3 hours after preparation.
- 3.3.7 Sand and scrape shop primed metal to remove loose primer and rust. Touch up bare, abraded and damaged areas with 910 Red Oxide Primer. Feather edges to make touch up patches inconspicuous.
- 3.3.8 Remove dust, grit and foreign matter from wood surfaces. Sand surfaces and dust clean. Spot coat knots, pitch streaks and sappy section with 4200 Terminator II when surfaces are to be painted. Fill nail holes, cracks and other defects after priming and spot prime repairs when fully cured.
- 3.3.9 Plaster surfaces shall be dry and free from efflorescence, encrustations and foreign matter. Fill cracks, holes and imperfections, smoothing repairs to match adjacent texture. Allow repairs to fully cure before priming.
- 3.3.10 Gypsum drywall shall be dusted clean and free from encrustations and other foreign matter.
- 3.3.11 Existing surfaces to be recoated shall be thoroughly cleaned and deglossed by sanding or other means prior to priming and painting. Patched and bare areas shall be spot primed with the same paint as specified for new work.
- 3.3.12 Preparation of other surfaces shall be performed following specific recommendations of the coating manufacturer.

3.4 APPLICATION

- 3.4.1 All work shall be executed in strict accordance with manufacturer's printed directions for materials used. Use application equipment and techniques best suited for substrate and type of material being applied.
- 3.4.2 All materials shall be applied smoothly without runs, sags, skips, holidays or other defects.
- 3.4.3 Enamels and varnishes shall be lightly sanded between coats, dusted and wiped clean before recoating.
- 3.4.4 Back prime all wood to be set against concrete, masonry or plaster.
- 3.4.5 Allow each coat to dry completely before applying succeeding coat.
- 3.4.6 Each coat of paint is to be slightly darker than preceding coat unless otherwise approved by the DISTRICT.
- 3.4.7 Number of coats specified are minimum that shall be applied. Additional coats shall be applied when undercoats, strains, cloudy or mottled conditions or other defects appear in the finish, until the paint film is of a uniform finish, color and appearance.

3.5 INSPECTION

- 3.5.1 All work shall be subject to approval by the DISTRICT. Work not in compliance with
- SAUGUS UNION SCHOOL DISTRICT January 29, 2020

specifications shall be properly and promptly corrected.

3.6 PROTECTION

3.6.1 Provide "Wet Paint" signs, barricades and other items required to protect newly finished surfaces. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.

3.6.2 At the completion of work of other trades, touch-up and repair all damaged and defaced surfaces.

3.7 FINISHING SCHEDULE – EXTERIOR

CONCRETE – PLASTER – STUCCO

FLAT: Premium Plus Quality

First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	2000	Duratone (100% Acrylic)
Third Coat	2000	Duratone (100% Acrylic)

FLAT: Premium Quality

First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	3000	Acibond (100% Acrylic Solid Stain)
Third Coat	3000	Acibond (100% Acrylic Solid Stain)

FLAT: Professional Quality

First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	1000	Duraglide (Vinyl Acrylic)
Third Coat	1000	Duraglide (Vinyl Acrylic)

FLAT ELASTOMERIC: Premium Plus Quality

First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	500	Solotex Multi-Mil Acrylic Elastomeric
Third Coat	500	Solotex Multi-Mil Acrylic Elastomeric

FLAT ELASTOMERIC: Premium Quality

First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	1900	Weather Master Acrylic Elastomeric
Third Coat	1900	Weather Master Acrylic Elastomeric

FLAT ELASTOMERIC: Professional Quality

First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	1800	100% Acrylic Med Build Texture Coat
Third Coat	1800	100% Acrylic Med Build Texture Coat

EGGSHELL ENAMEL: Premium Plus Quality

First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	8300	Carefree Eggshell (100% Acrylic)
Third Coat:	8300	Carefree Eggshell (100% Acrylic)

CONCRETE – PLASTER – STUCCO - continued

SEMI-GLOSS ENAMEL: Premium Plus Quality

First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	8400	Carefree Semi-Gloss (100% Acrylic)
Third Coat	8400	Carefree Semi-Gloss (100% Acrylic)

GLOSS ENAMEL: Premium Plus Quality

First Coat	4600	Uniprime II (100% Acrylic Primer)
Second Coat	8500	Carefree Gloss (100% Acrylic)
Third Coat	8500	Carefree Gloss (100% Acrylic)

MASONRY – BLOCK – BRICK- SPLIT FACE

FLAT: Premium Plus Quality

First Coat	4600	Uniprime II (100% Acrylic Primer)
	OR 018	100% Acrylic Heavy Duty Block Filler
Second Coat	2000	Duratone (100% Acrylic)
Third Coat	2000	Duratone (100% Acrylic)

FLAT: Premium Quality

First Coat	4600	Uniprime II (100% Acrylic Primer)
OR	018	100% Acrylic Heavy Duty Block Filler
Third Coat	3000	Acribond (100% Acrylic Solid Stain)

FLAT: Professional Quality

First Coat	4600	Uniprime II (100% Acrylic Primer)
	OR 018	100% Acrylic Heavy Duty Block Filler
Second Coat	1000	Duraglide (Vinyl Acrylic)
Third Coat	1000	Duraglide (Vinyl Acrylic)

FLAT ELASTOMERIC: Premium Plus Quality

First Coat	4600	Uniprime II (100% Acrylic Primer)
	OR 018	100% Acrylic Heavy Duty Block Filler
Second Coat	500	Solotex Multi-Mil Acrylic Elastomeric
Third Coat	500	Solotex Multi-Mil Acrylic Elastomeric

FLAT ELASTOMERIC: Premium Quality

First Coat	4600	Uniprime II (100% Acrylic Primer)
	OR 018	100% Acrylic Heavy Duty Block Filler
Second Coat	1900	Weather Master Acrylic Elastomeric
Third Coat	1900	Weather Master Acrylic Elastomeric

EGGSHELL ENAMEL: Premium Plus Quality

First Coat	4600	Uniprime II (100% Acrylic Primer)
	OR 018	100% Acrylic Heavy Duty Block Filler
Second Coat	8300	Carefree Eggshell (100% Acrylic)
Third Coat	8300	Carefree Eggshell (100% Acrylic)

SEMI-GLOSS ENAMEL: Premium Plus Quality

First Coat	4600	Uniprime II (100% Acrylic Primer)
	OR 018	100% Acrylic Heavy Duty Block Filler
Second Coat	8400	Carefree Semi-Gloss (100% Acrylic)
Third Coat	8400	Carefree Semi-Gloss (100% Acrylic)

MASONRY – BLOCK – BRICK- SPLIT FACE - continued

GLOSS ENAMEL: Premium Plus Quality

First Coat	4600	Uniprime II (100% Acrylic Primer)
	OR 018	100% Acrylic Heavy Duty Block Filler
Second Coat	8500	Carefree Gloss (100% Acrylic)
Third Coat	8500	Carefree Gloss (100% Acrylic)

METAL: FERROUS (Unprimed)

FLAT: Water-based Acrylic: Premium Plus Quality

First Coat	4800	Metal Pro Primer
Second Coat	2000	Duratone (100% Acrylic)
Third Coat	2000	Duratone (100% Acrylic)

EGGSHELL ENAMEL : Water-based Acrylic : Premium Plus Quality

First Coat	4800	Metal Pro Acrylic Primer
Second Coat	8300	Carefree Eggshell (100% Acrylic)
Third Coat	8300	Carefree Eggshell (100% Acrylic)

EGGSHELL ENAMEL: Water-based Alkyd Emulsion: Premium Plus Quality

First Coat	9600	Protec Metal Primer
Second Coat	9700	Protec Alkyd Emulsion Satin
Third Coat	9700	Protec Alkyd Emulsion Satin

SEMI-GLOSS ENAMEL: Water-based Acrylic: Premium Plus Quality

First Coat	4800	Metal Pro Primer
Second Coat	8400	Carefree Semi-Gloss (100% Acrylic)
Third Coat	8400	Carefree Semi-Gloss (100% Acrylic)

SEMI-GLOSS ENAMEL: Water-based Alkyd Emulsion: Premium Plus Quality

First Coat	9600	Protec Metal Primer
Second Coat	9800	Protec Alkyd Emulsion Semi Gloss
Third Coat	9800	Protec Alkyd Emulsion Semi Gloss

GLOSS ENAMEL : Water-based Acrylic: Premium Plus Quality

First Coat	4800	Metal Pro Primer
Second Coat	8500	Carefree Gloss (100% Acrylic)
Third Coat	8500	Carefree Gloss (100% Acrylic)

GLOSS ENAMEL : Water-based Alkyd Emulsion: Premium Plus Quality

First Coat	9600	Protec Metal Primer
Second Coat	9900	Protec Alkyd Emulsion Gloss
Third Coat	9900	Protec Alkyd Emulsion Gloss

METAL: NON-FERROUS (Unprimed)

FLAT: Premium Plus Quality

Pre-Treatment:	Jasco	Prep N' Prime
First Coat	4800	Metal Pro Primer
Second Coat	2000	Duratone (100% Acrylic)
Third Coat	2000	Duratone (100% Acrylic)

METAL: NON-FERROUS (Unprimed) - continued

EGGSHELL: Premium Plus Quality

Pre-Treatment:	Jasco	Prep N' Prime
First Coat	4800	Metal Pro Primer
Second Coat	8300	Carefree Eggshell (100% Acrylic)
Third Coat	8300	Carefree Eggshell (100% Acrylic)

SEMI-GLOSS: Premium Plus Quality

Pre-Treatment:	Jasco	Prep N' Prime
First Coat	4800	Metal Pro White Primer
Second Coat	8400	Carefree Semi-Gloss (100% Acrylic)
Third Coat	8400	Carefree Semi-Gloss (100% Acrylic)

GLOSS: Premium Plus Quality

Pre-Treatment:	Jasco	Prep N' Prime
First Coat	4800	Metal Pro White Primer
Second Coat	8500	Carefree Gloss (100% Acrylic)
Third Coat	8500	Carefree Gloss (100% Acrylic)

WOOD

FLAT: Premium Plus Quality

First Coat	4200	Terminator II (100% Acrylic Primer)
Second Coat	2000	Duratone (100% Acrylic)
Third Coat	2000	Duratone (100% Acrylic)

FLAT: Premium Quality

First Coat	4200	Terminator II (100% Acrylic Primer)
Second Coat	3000	Acibond (100% Acrylic Solid Stain)
Third Coat	3000	Acibond (100% Acrylic Solid Stain)

FLAT: Professional Quality

First Coat	4200	Terminator II (100% Acrylic Primer)
Second Coat	1000	Duraglide (Vinyl Acrylic)
Third Coat	1000	Duraglide (Vinyl Acrylic)

EGGSHELL ENAMEL: Premium Plus Quality

First Coat	4200	Terminator II (100% Acrylic Primer)
Second Coat	8300	Carefree Eggshell (100% Acrylic)
Third Coat:	8300	Carefree Eggshell (100% Acrylic)

SEMI-GLOSS ENAMEL: Premium Plus Quality

First Coat	4200	Terminator II (100% Acrylic Primer)
Second Coat	8400	Carefree Semi-Gloss (100% Acrylic)
Third Coat	8400	Carefree Semi-Gloss (100% Acrylic)

GLOSS ENAMEL: Premium Plus Quality

First Coat	4200	Terminator II (100% Acrylic Primer)
Second Coat	8500	Carefree Gloss (100% Acrylic)
Third Coat	8500	Carefree Gloss (100% Acrylic)

CONCRETE – ASPHALT – LINE STRIPING

FLAT:

First Coat	6700	ON-LINE Flat Traffic Marking Paint
Second Coat	6700	ON-LINE Flat Traffic Marking Paint

SEMI-GLOSS ENAMEL:

First Coat	6800	ON-LINE Semigloss Traffic Marking Paint
Second Coat	6800	ON-LINE SemiglossTraffic Marking Paint

FLAT W/ REFLECTIVE BEADS: QUICK-DRY

First Coat	6900	ON-LINE Flat QD Traffic Marking Paint
Second Coat	6900	ON-LINE Flat QD Traffic Marking Paint

END OF SECTION

EXHIBIT "A"
SCOPE OF WORK

SCOPE OF WORK – EXTERIOR PAINTING

Mountainview

The Project includes, without limitation, furnishing all necessary labor, materials, equipment and other incidental and appurtenant work necessary to satisfactorily complete the Work as more specifically described in the Contract Documents. The work will be performed in strict conformance with the Contract Documents, permits from regulatory agencies with jurisdiction and applicable regulations, and includes exterior painting at Mountainview Elementary School and all related work in accordance with the bid documents. In general, work includes, but not limited to:

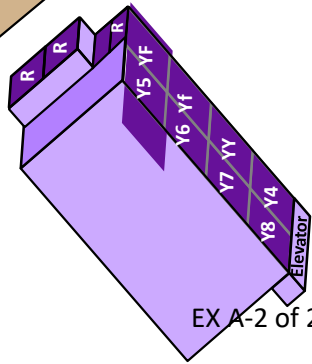
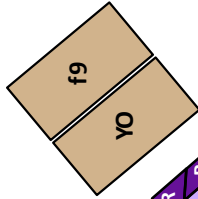
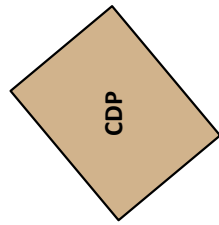
1. Preparation, complete priming and finish painting (2 coats minimum) of all exterior surfaces.
2. Repair wood trim as required.
3. All surfaces that are to be painted are to be pressure washed prior to start of preparation
4. All stucco, including the soffits cracks and holes are to be patched, repaired and painted
5. All wood, not limited to; beams, fascia, trim, is to be patched, infilled and repaired, or replaced, as required
6. All dry rot is to be repaired and / or replaced prior to painting
7. The stucco reveals are not to be painted
8. All portables are to be painted
9. Repair, caulk the wood fascia
10. All metal trim, downspouts, etc...are to be painted
11. All wrought iron fencing and gates are to be painted
12. The Childcare building (CDP) is to be painted to match the main campus
13. The metal storage containers are to be painted
14. The wood sheds are to be painted
15. The interior Library atrium is to be painted, in its entirety, including the atrium side of the windows, doors and frames
16. The exterior doors and window frames are not to be painted.
17. The CMU, brick or block walls are not to be painted
18. Pressure wash all CMU, brick and block walls
19. Protect in place the existing, including the exterior signage
20. Exterior Bldg Numbers / Letters are to be painted black
21. Pressure wash all CMU, brick and block walls
22. See paint colors for more information

Mountainview Elementary School

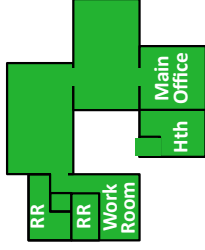
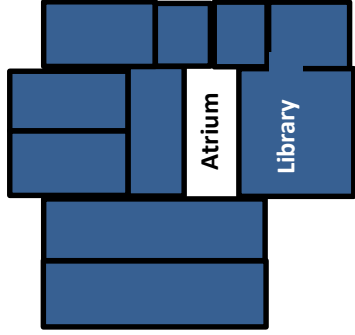
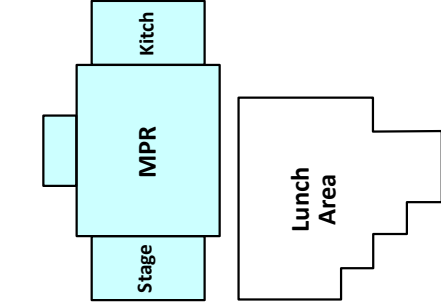
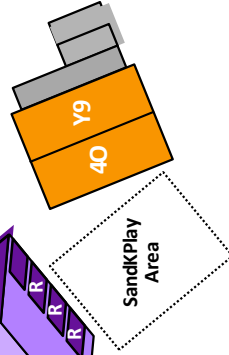
Site Plan – Painting

February 3, 2020

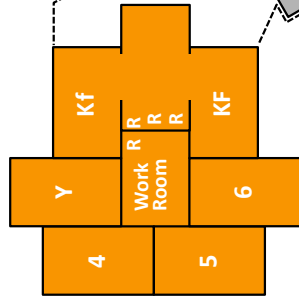
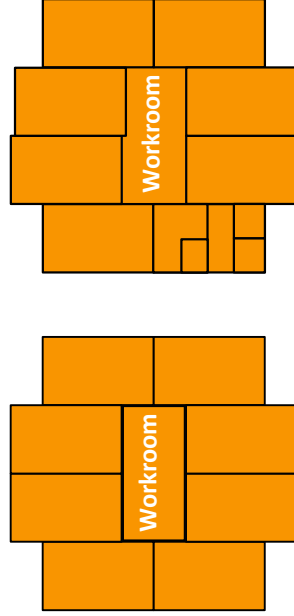
Trash Bins



Playground



Front of School



K Yard

MPR Bldg

Classroom Bldgs

Administration Bldg

2 Story Classroom Bldg

CDP Bldgs

Library Bldg

Storage Containers

Notes:

- All exterior of all buildings to be painted, including storage containers and sheds
- All existing exterior fencing to be painted
- Fencing is not depicted on this plan. Contractor to Field Verify
- Interior of the Atrium is to be painted

EXHIBIT "B"

REQUIREMENTS FOR DISTURBANCE OF LEAD

**SAUGUS UNION SCHOOL DISTRICT
SITE WIDE EXTERIOR PAINTING PROJECT**

REQUIREMENTS FOR DISTURBANCE OF LEAD

PART 1 – GENERAL REQUIREMENTS

1.1 INTRODUCTION

These specifications are designed to minimize and control potential lead hazards during the disturbance of materials that contain lead. These procedures and precautions apply to the disturbance of lead that may result from the drilling into, cutting into, or removal of building components containing or covered with lead, or the demolition of buildings and/or structures that contain lead either in or on their surfaces.

The primary focus of these specifications is to address the work practices and procedures that the Contractor and/or other subcontractors must follow when conducting activities that may disturb lead in paint or other coatings or lead in ceramic tile glaze.

All paint on structures in California must be treated as “presumed lead-based paint” unless the paint is on a home built after 1978 or a school built after 1992. **THEREFORE THE PAINT IN ALL SCHOOLS COVERED BY THIS PROJECT THAT WERE CONSTRUCTED BEFORE 1993 MUST BE TREATED AS LEAD-BASED PAINT UNLESS TESTED AND PROVED OTHERWISE.**

The Owner has conducted bulk sampling of paints found on the buildings included in this project in the past. The results indicated multiple colors of paints present with lead in various amounts to include amounts requiring several paints be classified as lead based. As a result, all paints associated with the buildings to be impacted are considered lead based and these specifications and lead related work practices apply.

Owner/Owner’s Representative anticipates enforcing Cal/OSHA and Department of Public Health (CDPH) regulations regarding the training of workers disturbing lead and the containment and work practices utilized during that disturbance. The training requirements for workers and supervisors on this project are summarized in Part 1.5. Lead Training Requirements. The Contractor and other subcontractors disturbing lead must be familiar with the CDPH requirements regarding containment of lead debris and the Cal/OSHA lead in construction standard. Those requirements are summarized below in Part 1.3 Regulatory Compliance.

In summary, the Contractor and subcontractors shall utilize engineering controls to limit the release of lead dust or debris. These engineering controls may include, but are not limited to, using wet methods, using tools with vacuum recovery systems with High Efficiency Air Particulate (HEPA) filtration, using vacuums with HEPA filtration, using negative air pressure differential systems, and by the prompt clean up of any lead-containing debris that the work might produce. Dry scraping, sanding, grinding, or abrading lead-containing materials is not permitted. All work that disturbs lead will require a containment. The containment may be as simple as plastic sheeting on the floor or ground when drilling minor penetrations or scraping paint on exterior surfaces. Or, for the demolition of ceramic tile and any painted wall systems, it is likely to require the Contractor construct a full containment for the area and utilize a negative

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

air pressure differential system. The requirements for work practices and containment are described in Part 3.5 Work Site Preparation & Containment Requirements.

The requirements of this specification apply to all employers who have employees who may reasonably be exposed to lead on this project. This includes the Contractor, who will normally be an environmental contractor such as an asbestos abatement contractor, or a painting contractor utilizing California Department of Public Health (CDPH) lead certified workers and supervisors. In addition, this specification applies to all subcontractors conducting work on this project who have employees who may disturb lead by drilling, cutting, scraping, or demolishing materials containing lead.

No Contractor shall begin work which will disturb known or suspect lead-containing surfaces or materials in a manner that may expose a worker to lead containing dust, create a potential for building contamination, or create possible lead containing waste, until all required pre-construction documentation has been reviewed and written approval has been received from the Owner and/or Project Monitor.

Activities expected to disturb lead-containing materials include, but are not limited to, painting preparation work such as scraping or sanding, penetration of painted surfaces through drilling or cutting, demolition of painted surfaces, removal of painted building components, and removal, drilling, or cutting of ceramic wall tiles. If the Contractor or subcontractors are observed conducting such activities without having written approval from the Owner and/or Project Monitor, they will be instructed to stop work. Work will not be allowed to resume until the Owner and/or Project Monitor provides approval for the work to begin.

1.2 DEFINITIONS

Action Level - Airborne exposure to lead at or above $30 \text{ } \mu\text{g}/\text{m}^3$ over an eight-hour-time-weighted average as discussed in 8 CCR 1532.1. Typically, when employees are exposed over the Action Level, the employer must provide blood testing, training in compliance with 8 CCR 1532, and air sampling.

Air Filtration Unit - A portable exhaust system equipped with HEPA filtration and capable of maintaining a constant low velocity air flow into contaminated areas from adjacent uncontaminated areas. At a minimum, the air intake for the air filtration device must have a pre-filter on it which can be changed within the containment area. In most cases, air filtration devices will need to pass challenge testing by DOP before they are allowed to be used on site.

Airlock - A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways separated by a distance of at least three feet such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow-through contamination.

Air Monitoring - The process of measuring the content of a known volume of air collected during a specific period of time.

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

Blood Testing - Blood testing for lead and zinc protoporphyrin in compliance with the requirements for medical surveillance as listed in 8 CCR 1532.1.

Cal/OSHA - California Division of Occupational Safety and Health. A California agency that implements and enforces numerous health and safety standards regarding lead.

Certified Lead Supervisor and Worker - Supervisors and workers currently certified by the California Department of Public Health (CDPH).

Challenge Testing - Process used to verify that HEPA-filtered equipment does not leak or exhaust asbestos, lead, or other particulate. This testing must be done by a testing company, not affiliated with the Contractor, and approved by the Owner and Project Monitor. Challenge testing normally uses an oil mist as the challenge agent and measures how much, if any, of the agent is exhausted from the machine being tested.

Clean Room - An uncontaminated area or room which is a part of the worker decontamination enclosure system with provisions for storage of workers' street clothes and clean protective equipment. The term also includes the uncontaminated area or room of a Waste Transfer Airlock.

Containment - Isolation of the work area from the rest of the building to prevent escape of lead in dust, debris or in the air.

Contractor - The Contractor is the person or entity identified as such in the Contract Documents as being responsible for the environmental work as done in response to and in accordance with this document. References to the "Contractor" include the Contractor's authorized representatives. The Contractor may be a sub-contractor to the Primary Contractor. The Contractor normally will be responsible for paint preparation work that disturbs lead, paint scraping done prior to the demolition of structures, or the demolition of ceramic tile. The Contractor will typically need to use CDPH certified lead workers and supervisors to conduct their work that disturbs lead. Those employers disturbing smaller amounts of lead such as through drilling, cutting, or small component removal are typically known as a subcontractor for the purposes of this specification.

Critical Barrier - Critical Barriers are used to restrict water and airflow. Critical Barriers are the barriers placed over openings in the walls and ceilings of a work area in order to ensure that lead dust cannot escape the work area via these openings. Unless otherwise specified in these Specifications, critical barriers shall be constructed of at least one layer of six-mil thick poly.

Curtained Doorway - A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms. These are typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of one sheet along one vertical side of the doorway and securing the vertical edge of the other sheet along the opposite vertical side of

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

the doorway. Other effective designs are permissible as long as they are approved by the Project Monitor.

Decontamination Enclosure System - A series of connected rooms, separated from the work area and from each other by air locks, for the decontamination of workers, containers, and equipment. This unit shall be constructed with at least two layers of six mil poly for the floors, walls, and ceiling. The floor of the dirty room shall consist of two layers of six mil poly plus a third layer of poly, four mil or thicker, to be used as a removable drop layer. Drop layer is to be removed as needed, but at least daily.

CDPH - California Department of Public Health. State agency that regulates the disturbance of lead in public buildings and on all structures in California. This agency and relevant regulations are primarily concerned with preventing childhood lead poisoning.

DOP - Dioctylphthalate particles, a testing agent for the efficiency of HEPA filters.

DOT - Department of Transportation, a Federal agency which has regulations and labeling requirements for the transportation of hazardous waste.

DTSC - Department of Toxic Substances Control, a department within the California Environmental Protection Agency charged with implementing and enforcing hazardous waste regulations.

Dust or Debris - Any visible dust or debris remaining in work area will be considered lead-containing residue.

EPA - U.S. Environmental Protection Agency, a Federal agency that developed and enforces various asbestos and lead regulations.

HVAC - Heating, ventilation and air conditioning system.

HEPA Filter - A high efficiency particulate air filter capable of removing particles 0.3 microns in diameter from an air stream with 99.97% efficiency.

HEPA-Filtered-Vacuum Recovery System - This is a mechanical tool that has a shroud or covering over the area of a surface disturbed by a mechanical system in order to eliminate or significantly reduce the amount of dust released to the ambient air by the mechanical process. The shroud must be attached to a working vacuum with HEPA filtration.

HEPA Vacuum - A vacuum system equipped with HEPA filtration. Typically these units will need to be challenge tested before being allowed to be used inside of buildings on this project.

Lead-Based Paint - Materials meeting the definition of lead-based paint as defined by the California Department of Public Health and the United States Environmental Protection Agency. Currently defined as containing lead in concentrations equal to or greater than 1 mg/cm², 5000 ppm, or 0.5% by weight.

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

Lead-Containing Material - Materials that contain measurable, quantifiable amounts of lead. The disturbance of these materials is regulated by Cal/OSHA.

Lead-Containing Hazardous Waste - Materials required by the State of California to be packaged, labeled, transported, and disposed of as a lead hazardous waste.

Lead-Containing Waste Material - Lead-containing waste material that does not need to be treated as a lead-containing hazardous waste.

Lead Project Management or Monitoring Firm – The firm hired by Owner to provide third-party oversight of the disturbance of lead performed on the Owner's property by the Contractor or subcontractors.

Mil - An abbreviation for millimeter. Generally used when referring to the thickness of plastic (poly) sheeting used to contain the regulated area.

Movable Object - An unattached piece of equipment or furniture in the work area which can be removed from the work area.

Negative Air Machines - See Air Filtration Units.

NIOSH - The National Institute for Occupational Safety and Health. All respirators used on this project must be approved by NIOSH.

Outside Air - The air outside buildings and structures.

Owner - Property owner where the disturbance of lead will take place. For example, this may be a private building owner or manager, a government body such as a city or county agency, a military base, or a school district. This includes the Owner's authorized representatives and employees.

PEL - Permissible Exposure Limit (as used in 8 CCR 1532.1)

Permissible Exposure Limit (PEL) - Airborne exposure to lead above $50 \mu\text{g}^3$ over an eight-hour, time-weighted average as discussed in 8 CCR 1532.1. Typically, when employees are exposed over the PEL, the employer must provide blood testing, respirators, protective clothing, shower decontamination, CDPH certification, regulated areas, and air sampling.

Poly - Flame-retardant polyethylene sheeting used to seal critical barriers, create cleaning barriers and drop layers, and to protect surfaces from damage or contamination.

Primary Contractor - The Contractor may not work directly for the Owner but instead subcontract with another contractor such as a general contractor or demolition contractor. The Primary Contractor is the entity responsible for hiring the Contractor if it is not the Owner.

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

Pre-start Meeting - Meeting held before the beginning of the project in which final details of the project are discussed and Contractor provides project monitor with pre-job submittal packet.

Project Monitor - An individual qualified by virtue of experience and education, designated as the Owner's representative and responsible for overseeing the work that disturbs lead on this project.

Project Monitoring - Activities undertaken by the Project Monitoring Firm for the purpose of monitoring the work done by the Contractor on this project in regards to the disturbance of lead.

Regulated Area - Term used by Cal/OSHA in 8 CCR 1532.1 to indicate a work area where exposure to airborne lead might exceed the Permissible Exposure Limit or where "Trigger Activities" may be performed. The area must be demarcated with signs and barriers designed to keep unauthorized people out of the area. Additionally "Regulated Area" means any measure used to restrict access to an area where personnel impacting lead-containing materials are required to wear respiratory protection and/or protective clothing by the project specifications regardless of airborne concentration of lead.

Shower Room - A room between the clean room and the equipment room in the decontamination enclosure with hot and cold or warm running water controllable at the tap and suitably arranged for complete showering during decontamination. Unless specified elsewhere in these specifications, or determined otherwise by the program monitor, the shower shall be on a metal pan to contain water splashed, leaked or spilled out of the shower unit.

Specifications - These written requirements describing procedures the Contractor must follow for this project.

Subcontractor - Contractors working for the Primary (General) Contractor but who are not primarily responsible for environmental work. For example, they may be responsible for, demolition, electrical, plumbing, general construction, minor painting, or other special trades.

Submittals - Pre-construction, interim construction, and post construction documents submitted by the contractor to the Owner as indicated in General Requirements and Bidding Requirements.

Trigger Task - Term commonly used to describe the tasks described by Cal/OSHA in 8 CCR 1532.1 (d)(2). These are tasks or activities that Cal/OSHA believes are expected to result in airborne exposures over the PEL until air monitoring proves otherwise. In brief, trigger tasks include manual demolition, scraping, sanding, using HEPA-attached equipment, using heat guns to remove lead paint, welding, torch cutting, and using other more aggressive techniques. (This is a summary list and does not list all tasks that are considered trigger tasks.) In addition, trigger tasks include any activity reasonably expected to result in airborne exposures to lead above the Permissible Exposure Limit.

View Ports - Clear windows into the regulated work area that allow authorized persons to view work activities inside the regulated area without entering the area. The view ports must be of sufficient number, constructed of materials of sufficient clarity, and be located in areas

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

determined and/or approved of by the Project Monitor. All regulated work areas including mini-enclosures will require view ports unless specifically determined not to be feasible by the Project Monitor.

Visible Emissions - Any emissions containing particulate material that are visually detectable without the aid of instruments. For example, dust, debris, and water leaks are considered visible emissions.

Waste Load-out/Transfer System - A decontamination system utilized for transferring containerized waste from inside to outside of the work area. A series of connected rooms used for the load-out of lead-containing materials that have been properly containerized.

Waste Bags - Waste bags for lead-containing waste must be a minimum of six-mil thickness. In general, double bagging will be required.

Waste Containers - Waste containers are the containers into which lead-containing waste is placed. They may be bags of at least six-mil thickness, metal or fiber barrels, or other containers such as cardboard boxes approved by the Project Monitor. The Contractor is responsible for assuring that the type of container chosen is acceptable to the waste landfill to which the waste will be transported. Waste containers must be labeled according to the requirements of the California Department of Occupational Safety and Health (Cal/OSHA), Department of Toxic Substances Control (DTSC), Department of Transportation (DOT), and the Environmental Protection Agency (EPA).

Waste Transfer Airlock - A decontamination system utilized for transferring containerized waste from inside to outside of the work area.

Wet Cleaning - The process of eliminating lead contamination from building surfaces and objects by using cloths, mops, or other utensils which have been dampened with water and afterwards thoroughly decontaminated or disposed of as lead-contaminated waste.

Work Area - Designated rooms, spaces, or areas of the project in which the disturbance of lead is to be undertaken or which may become contaminated as a result of such action. A contained work area is a work area which has been sealed off from adjacent areas.

Work Plan - Contractor's written plan describing how the Contractor will perform the work in compliance with these specifications. The work plan shall include information on preparation of the work area, personal protective equipment, employee experience, training and assigned responsibilities during the project. It will also list decontamination procedures for personnel, work area and equipment, removal methods and procedures, required air monitoring program, procedures for handling and disposing of waste materials and procedures for final decontamination and cleanup.

Worker - A person who successfully meets the training requirements for the disturbance of lead as described in these specifications.

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

8 CCR 1532.1 - Chapter 8 of the Labor Code, California Code of Regulations, Section 1532.1: Lead (Known as the Lead Standard for the Construction Industry)

8 CCR 1544 - Chapter 8 of the Labor Code, California Code of Regulations, Section 1544: Respiratory Protection Standard.

1.3 REGULATORY COMPLIANCE

Various agencies regulate work that disturbs lead-containing materials. The following is a summary of the most important agencies and regulations that apply during the disturbance of lead during construction work. This list is not to be considered comprehensive. The Contractor is responsible for complying with all applicable federal, state, and local regulations that may apply to the specific work they are conducting.

1.3.1 ENVIRONMENTAL PROTECTION AGENCY (EPA)

Lead: Identification of Dangerous Levels of Lead; Final Rule (40 CFR Part 745 Subpart D)

The EPA defines lead-based paint as paint and coatings that contain lead in concentrations equal to or more than one milligram per square centimeter (1 mg/cm²), 5000 parts per million (5000 ppm), or one half of one percent (0.5%) by weight. EPA regulations apply to all housing and child-occupied facilities built before 1978. When the term “lead-based paint” is used in the context of these specifications, the term is used only to refer to paint that contains lead in concentrations equal to or greater than that defined by the EPA as lead-based paint. (This is to differentiate lead-based paint from the term “lead-containing paint” as used for compliance with Cal/OSHA.)

1.3.2 HOUSING AND URBAN DEVELOPMENT (HUD)

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance (24 CFR Part 35)

The HUD Rule for Federal Housing (shortened name) applies to all residential properties built before 1978 that receive Federal financial assistance. This regulation uses the same definition of lead-based paint as the EPA. The work practices and procedures described in these specifications are designed to comply with occupant and worker protection regulations as mandated by OSHA and Cal/OSHA regulations for work that disturbs lead and **are not** designed to comply with all the requirements of 24 CFR Part 35. Should this project be covered by this regulation, the Owner may require additional practices and procedures in the scope of work for activities conducted in properties covered by the HUD Rule for Federal Housing.

1.3.3 CALIFORNIA DEPARTMENT OF PUBLIC HEALTH (CDPH)

Accreditation, Certification, and Work Practices For Lead-Based Paint And Lead

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

Hazards (Title 17, CCR, Division 1, Chapter 8, Sections 35000-361000)

This regulation primarily applies to residential and public buildings located in California. The definition of a public building is one that is “generally accessible to the public.” Some aspects of this regulation, particularly those that pertain to the definition of “presumed lead-based paint” and the containment requirements for disturbing lead-based paint **apply to all structures** in California.

This CDPH regulation definition of lead-based paint is identical to the EPA/HUD definition of 1 mg/cm², 5000 ppm, and 0.5% by weight. In addition, this regulation requires all paint on structures in California to be treated as “presumed lead-based paint” unless the paint is on a home built after 1978 or a school built after 1992. **THEREFORE THE PAINT IN ALL SCHOOLS COVERED BY THIS PROJECT THAT WERE CONSTRUCTED BEFORE 1993 MUST BE TREATED AS LEAD-BASED PAINT UNLESS TESTED AND PROVED OTHERWISE AS DESCRIBED ELSEWHERE IN THESE SPECIFICATIONS.**

The CDPH regulation differentiates between work that disturbs lead as part of renovation or maintenance work and work that disturbs lead as part of “abatement” work as defined in Title 17. The work practices and procedures described in these specifications are designed to comply with occupant and worker protection regulations as mandated by Cal/OSHA regulations for work that disturbs lead as part of renovation, demolition, and maintenance work. These specifications **are not** designed to comply with the requirements for abatement as defined in the CDPH Title 17 regulation. Unless stated specifically otherwise in these specifications, the Owner does not anticipate any work being done as part of this project that meets the definition of abatement as used in Title 17. **Therefore, unless specifically directed otherwise by this specification or by the direction of the Owner and/or Project Monitor, the Contractor and/or subcontractors shall NOT submit Form 8551, “ABATEMENT OF LEAD HAZARDS,” to the CDPH since that form provides inappropriate notice for the work done on this project.** The Contractor may be required to complete and submit this form should the scope of the work or the work practices change.

This regulation has significant penalties associated with the creation of “lead hazards.” Lead hazards are defined as: “...disturbing lead based paint or presumed lead-based paint **without containment**, or any other nuisance which may result in persistent and quantifiable lead exposure.” The requirements discussed in Part 3.5 Work Site Preparation & Containment Requirements are designed to meet CDPH requirements. Should a Contractor and/or subcontractor conduct work without a containment or release lead-contaminated dust or debris outside of the containment, they are in violation of this regulation. The Project Monitor will stop all work, consider the Contractor and/or subcontractor to be in violation of these specifications and the contract documents. Work will not be allowed to begin again until the Contractor and/or subcontractor takes adequate steps to correct their violation and convinces the Owner and/or Project Monitor that the violation will not occur again.

1.3.4 CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (CAL/OSHA)

Lead Standard for the Construction Industry (8 CCR 1532.1)

This standard regulates work done by employees who may disturb lead as part of demolition, construction, renovation or maintenance work. Painting activities that may disturb lead are covered by this standard. General construction work that disturbs lead is covered, as is the demolition of building components or entire structures.

Cal/OSHA regulates lead whenever lead is determined to exist in a material. When the term “lead-containing paint” is used in the context of these specifications, the term is used to refer to paint that contains lead in an amount equal to or above the reporting limit for the laboratory analysis or that detected by an X-ray Fluorescent Analyzer (XRF).

In addition, Cal/OSHA uses the EPA/HUD/CDPH definition of lead-based paint (1 mg/cm², 5000 ppm, or 0.5% by weight) for their pre-job notification requirements discussed in Part 1.4 Lead-Work Pre-Job Notification Requirements.

The following information summarizes the significant requirements in the Cal/OSHA standard. This summary is not meant to substitute for the Contractor reading and being familiar with the Cal/OSHA requirements.

- a. The Cal/OSHA lead standard is very complex. Cal/OSHA regulates lead in materials when a laboratory can quantify the amount of lead. This means materials are regulated even when they contain very small amounts of lead. The standard sets an “Action Level” for airborne lead at or above 30 $\Phi\text{g}/\text{m}^3$ over an eight-hour-time-weighted average. Typically, if employees are expected to be exposed to this airborne lead level, the employer must conduct air sampling, provide blood lead testing, and provide specialized training. The standard sets a “Permissible Exposure Limit” or “PEL” for airborne lead at or above 50 $\Phi\text{g}/\text{m}^3$ over an eight-hour-time-weighted average. The employer must continue the requirements needed at the Action Level but must now provide respirators, protective clothing, a shower decontamination system, and a written compliance program.
- b. In 8 CCR 1532.1 (p), employers are required to notify Cal/OSHA before employees conduct a trigger task that will disturb more than 100 square or linear feet of material that contains lead in concentrations equal to or above 1 mg/cm², 5000 ppm, or 0.5% by weight. The notification also applies to welding or torch cutting that takes more than one hour in a shift. Trigger tasks are described in 8 CCR 1532.1 (d)(2). In brief, they include manual demolition, scraping, sanding, using HEPA-attached equipment, using heat guns to remove lead paint, welding, torch cutting, and using other more aggressive techniques. This is a summary list and does not list all task that are considered trigger tasks.

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

- c. The California standard defines lead-containing paint at the Consumer Product Safety Commission's (CPSC) level of 0.06% by weight or 600 ppm for non-trigger tasks. The lead standard would not apply if the paint contains less than 600 ppm and the employees do not conduct trigger tasks. However if the employees do conduct trigger tasks, the entire standard applies.
- d. Cal/OSHA **requires CDPH lead training and certification** for any supervisors or workers who are "shown to be exposed" to airborne lead levels above the PEL in residential or public buildings. The Owner and Project Monitor believe that there is a reasonable expectation that those workers scraping paint prior to repainting, and those demolishing ceramic tile are likely to be exposed over the PEL. Therefore, on this project, that work must be done by CDPH certified workers and supervisors.
- e. Cal/OSHA requires the supervisor to establish a "regulated area" whenever employees may be exposed to airborne lead over the PEL or if they will perform trigger tasks as defined in 8 CCR 1532.1 (d)(2). The establishment of regulated areas is discussed in Part 3.5 Work Site Preparation & Containment Requirements.

1.4 LEAD-WORK PRE-JOB NOTIFICATION REQUIREMENTS

The Contractor is responsible for complying with the Lead-Work Pre-Job Notification as specified in 8 CCR 1532.1 (p). If notification is required for this project, the Contractor must provide the notification to Cal/OSHA and provide a copy of this notification to the Owner and/or Project Monitor as part of the Contractor's pre-work submittal package.

Unless the material is tested as described elsewhere in these specifications, the Contractor and subcontractors must anticipate notifying Cal/OSHA if they plan to manually demolish or perform another type of trigger task (such as paint scraping or sanding) on any painted surface or ceramic wall surface on this project if the amount of material to be disturbed equals or is greater than 100 square feet.

Notification to Cal/OSHA is not required if the paint on the painted surface is primarily intact (not loose and peeling) and the painted material is removed in a manner that does not disturb the paint. For example, door or window frames may be removed without providing the notification if the paint or coating on the frames is intact and the building components can be removed without significantly disturbing the coating.

Unless stated otherwise in these specifications, or directed otherwise by the Project Monitor, the Contractor and/or subcontractors shall NOT submit Form 8551, "ABATEMENT OF LEAD HAZARDS," to the CDPH since that form provides inappropriate notice for the work done on this project since no lead "abatement" as defined by CDPH will be conducted as part of this project.

1.5 LEAD TRAINING REQUIREMENTS

At a minimum, the Contractor and subcontractors must meet the lead training requirements as specified by 8 CCR 1532.1. This will include training all employees who drill, cut, scrape, abrade, remove, clean up debris, or in any other way are exposed to lead from painted surfaces or ceramic tile found on the buildings or structures covered by this project. The different types of training are summarized below for the typical types of work that are expected to disturb lead on this project.

1.5.1 MINIMAL TRAINING REQUIRED FOR ALL WORKERS EXPOSED TO LEAD

This training will be sufficient for those who disturb lead in only minor ways. Those disturbing lead in more significant amounts will need to meet the training requirements stated in Part 1.5.2 or 1.5.3.

For example, this training applies to those workers who, for a total of less than one hour in an eight-hour shift, will drill or cut through painted surfaces, remove painted components (when the paint is intact), or remove ceramic tile significantly intact. *(This time frame is guidance and not an official Cal/OSHA time frame. This time frame is suggested because it is thought that these tasks, done for such a short time frame, do not pose a realistic chance that workers will be exposed over the Action Level based on an eight-hour time-weighted average.)* In some cases, however, depending on the surface and type of work being conducted, the Project Monitor may determine that more training is needed even if the worker disturbs lead for less than an hour. **In general, workers with this training conducting this type of minimal disturbance of lead will not need to wear respirators while conducting this work.**

The training must comply with the training requirements as listed 8 CCR 1532.1(l)(1)(A). In summary, this training must comply with Hazard Communication Training for lead as discussed in 8 CCR 5194. This training is also known as “hazard communication,” or “lead awareness” training and is usually done in less than hour depending on the work the employee will conduct.

The Contractor and subcontractors will need to provide the Owner and/or Project Monitor written proof that this training has been provided before workers will be allowed to conduct work that disturbs lead even in minimal amounts. Owner/Owner’s Representative can provide this training for the Contractor and/or subcontractors or they can obtain this training from any source the employer believes is qualified.

Proof of this training is not required if the employees are trained to the levels listed in Part 1.5.2 and/or 1.5.3.

1.5.2 REQUIRED TRAINING FOR THOSE EXPOSED OVER THE ACTION LEVEL OR WHO CONDUCT TRIGGER TASKS

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

This training must be done for all those workers who conduct trigger tasks or are expected to be exposed above the Action Level. Typically, this training will be required for workers who conduct a trigger task such as paint scraping or manual demolition of painted components and the work will take more than one hour in an eight-hour shift. *(This is a guidance and not an Cal/OSHA time frame.)* The Project Monitor may determine that this training is needed for some workers who conduct tasks for even less than an hour.

The training must comply with the training requirements as listed 8 CCR 1532.1 (l)(1)(B) and (l)(2)(A-H). In summary, the standard requires the worker to be trained in series of subjects. The length of training depends on the experience and previous training of the worker, the type of work they will conduct, and whether or not they already have been trained and approved to wear respirators. **Workers receiving this training and conducting this type of work will typically need to wear respirators and protective clothing while they conduct the work.**

An environmental contractor, or a contractor with environmental work experience, previous training, and a written respiratory protection program generally conducts this type of work. The Owner and Project Monitor do not recommend subcontractors attempt this type of work. However, subcontractors will be allowed to conduct this type of work on this project if they can demonstrate proof of training and carry out the work according to these specifications.

The Contractor and subcontractors will need to provide the Owner and/or Project Monitor written proof that this training has been provided all workers conducting the tasks that require this training. Owner/Owner's Representative can provide this training for the Contractor and/or subcontractors or they can obtain this training from any source the employer deems is qualified.

This training is not required if the employees are trained to the levels listed in Part 1.5.3.

1.5.3 REQUIRED TRAINING FOR THOSE WHO ARE REASONABLY EXPECTED TO BE EXPOSED OVER THE PEL AND/OR CONDUCT TRIGGER TASKS ON OVER 100 SQUARE FEET OF MATERIAL

Workers and supervisors must be CDPH Certified Lead-Related Construction Workers or Supervisors if they will conduct trigger tasks or other work reasonably expected to exceed the PEL and/or conduct this work on over 100 square feet of material. *(This is a guidance amount and not a Cal/OSHA regulatory requirement. However this amount of material and type of work is reasonably expected to potentially release airborne exposures over the PEL and thus trigger the CDPH certification requirement.)* This includes work such as the manual demolition of painted surfaces, ceramic walls, paint preparation work (sanding and scraping), and other tasks as described in 8 CCR 1532.1 (d)(2). Proof of training will be a currently valid CDPH certification card. Workers who can show a completed course completion form and a completed application form for certification will be allowed to work pending their being fully certified.

Exception: Licensed asbestos contractors performing paint scraping work on the outside of buildings only for the purpose of removing loose and peeling paint prior to the demolition of the building, or the demolition of a structure, will not be required to have the workers or on-site supervisor be CDPH certified. They must, however, show proof of training in compliance with 8 CCR 1532.1 (I)(2) for employees who may be exposed above the Action Level. In summary they must meet the training requirements of this specification as stated in Part 1.5.2. In addition, however, the Contractor must have a CDPH certified supervisor approve the containment setup at the start of each shift that will disturb lead, approve the work practices and personal protective equipment worn by the workers, verify that proper air monitoring is being collected, must be able to return to the site within two hours if requested by the Project Monitor, and must approve the final cleanup of the work area prior to a visual inspection of the work area being conducted by the Project Monitor. The certified supervisor will always be required to approve the initial set up of the containment, personal protection, and work practices at the start of the job, but then depending on the quality of the work demonstrated, the Project Monitor may not require the certified supervisor to inspect the work site at the start of each shift. **This exemption will be revoked should air sampling on this project demonstrate airborne lead levels above the Action Level on workers or supervisors.**

1.6 REQUIRED SUBMITTAL DOCUMENTS

While additional documents may be required by the scope of work for this project, at a minimum, the Contractor will be required to provide the Owner and/or Project Monitor with the following documents regarding the Contractor's ability to safely disturb lead-containing materials.

1.6.1 SUBMITTALS PRIOR TO THE START OF WORK

All Contractors and subcontractors who will have employees disturb lead on this project must, at a minimum, provide proof of item number 1.6.1.e.1., lead hazard communication training in compliance with 8 CCR 1532.1 (I)(A)(1). **This is the only submittal that must be provided by these employers as long as they do not disturb conduct more disturbance of lead than is described in Part 1.5.1.**

The following submittals must be provided by all Contractors and subcontractors who will, at a minimum, have employees who will conduct trigger tasks for more than one hour per shift, will potentially be exposed above the Action Level, or will conduct other activities as determined by the Project Monitor that may result in significant exposure to lead.

- a. A written lead compliance plan in compliance with 8 CCR 1532.1 must be provided that includes the following:
 1. A description of equipment and materials, controls, crew size, job responsibilities, and operations and maintenance procedures for each

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

activity in which lead is disturbed and potentially emitted;

2. A description of specific control methods (wet methods, engineering controls, etc.) that will be used to ensure workers are not exposed above the PEL;
3. Technology considered in meeting the Cal/OSHA permissible exposure level (PEL);
4. Air monitoring data documenting sources of lead emissions;
5. A detailed implementation schedule for the compliance plan, including the schedule for inspections by a competent person;
6. A description of the lead work practice program which will be used to control worker exposures. This includes the use of protective work clothing, equipment, hygiene facilities and practices, and housekeeping practices;
7. A description of the steps the Contractor or subcontractor will take to minimize the generation of hazardous waste produced on this project. This includes, but is not necessarily limited to how the contractor will separate waste streams. For example, how will the Contractor or subcontractor keep potentially hazardous waste such as paint chips and dust from being disposed of with other potentially non-hazardous construction materials and debris?

Note: If a Contractor or subcontractor is found conducting lead-related work not specifically mentioned and described in the compliance plan, the work will be stopped until a compliance plan including that work is submitted, reviewed, and approved by the Owner and/or Project Monitor.

- b. Copy of the Contractor or subcontractor's written respirator program in accordance with the requirements of 8 CCR 1544.
 - c. Proof that all employees expected to wear respirators on this project have medical approval to wear a respirator.
 - d. Copies of respiratory fit-tests for all workers expected to wear a respirator on this project. Fit testing must be done as required by and in accordance with 8 CCR 1544.
 - e. Proof of training required by Part 1.5 for type of work employee will do.
1. Proof of Hazard Communication Training for Lead done within the last

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

calendar year for those exposed to lead or who will perform trigger tasks for less than one hour. *(Proof may be a certificate or written statement stating training was completed and a list of names of those individuals who were trained. Proof of this training is not needed if employee provides proof of training required by items e. 2, or e 3.)*

2. Proof of training in compliance with 8 CCR 1532.1 (l)(2) done within the last calendar year for all employees who will conduct trigger tasks as defined in 8 CCR 1532.1 (d)(2) for more than one hour or who will reasonably be expected to be exposed to lead above the Action Level. *(Proof may be a certificate or written statement stating training was completed and a list of names of those individuals who were trained.)*

3. Proof of CDPH lead certification for those workers who will conduct trigger tasks as defined in 8 CCR 1532.1 (d)(2) or will reasonably be expected to be exposed to airborne levels of lead above the PEL on projects that will disturb more than 100 square feet of lead-containing material. *(Proof of certification will be a currently valid CDPH certification card as a worker or supervisor. Workers who can show proof of a valid course completion form and application being submitted to CDPH, will be allowed to work while awaiting full certification from CDPH.)*

4. Proof of current CDPH certification as a lead supervisor for the on-site competent person for projects involving the conduction of trigger tasks or other activities reasonably expected to exceed the PEL on all projects that will disturb more than 100 square feet of lead-containing material. *(Proof of valid certification will be a currently valid CDPH certification card a worker.)*

5. If exception to requirement for CDPH certified supervisor listed in Part 1.5.3 is requested, then provide proof of CDPH certified supervisor who will verify containment, personal protection and work practices, and will be able to respond to the project within two hours of request by the Project Monitor.

- f. Copies of all current MSDS for chemicals used on this project.
- g. Manufacturers' certifications that high efficiency particulate air (HEPA) vacuums, pressure differential units and other local exhaust ventilation equipment conform to ANSI Z9.2-79 for all HEPA-filtered equipment that will be used on this project. *(This is proof that the equipment is actually HEPA filtered. This is separate from the challenge testing requirement needed for equipment used in interior spaces.)*
- h. Name and contact information of independent testing company who will

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

challenge test all vacuums and air filtration devices used on this project (in interior spaces).

- I. Statement regarding compliance with all Cal/OSHA exposure monitoring required for this project.
- j. Name and contact information for laboratory who will analyze air samples or waste samples and documentation of their certification to conduct such analysis.
- k. Name of Waste Transporter who will transport hazardous waste on this project and documentation that the Transporter is allowed to transport lead hazardous waste.
- l. Name of Waste Landfill to which lead hazardous waste will be sent and documentation that such landfill is allowed to accept such waste.
- m. Should waste water filtration be required on this project, submit manufactures documentation pertaining to the capability of waste water filters to filter particles of, at a minimum, five micrometers in size.
- n. List of all rented equipment to be used within a lead regulated area, or a statement that no rental equipment will be used on this project.
 - 1. If rental equipment is to be used, submit written statements from each rental company indicating the rental company's acknowledgment that the equipment is provided for and may be used in areas where airborne levels of asbestos and/or lead may be present.
- o. Submit emergency plans. At a minimum submit the following:
 - 1. Submit non-emergency telephone numbers, other than 911, for the appropriate Police, Sheriff, and Fire Departments.
 - 2. Name, pager or cell phone numbers of the on-site supervisor and his immediate company supervisor.
 - 3. Submit detailed written directions from the project site to the medical facility to be used in case of an emergency. Also include a map which sufficiently shows the route to be taken from the site to the designated medical facility.
 - 4. Submit written emergency procedures pertinent to the work to be performed and which can be implemented by site personnel if the need arises.

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

- p. Local sanitation district Wastewater Discharge Permit for Surface Washers (if required).

The above listed documents must be provided prior to the start of work that will disturb lead. Under no circumstances will workers or supervisors be allowed to work on this project prior to the receipt, review, and acceptance of this documentation by the Owner and/or Project Monitor. In addition, documentation for rental equipment must be provided before the equipment may be used in a lead regulated area. All delays resulting from the failure of the Contractor and/or subcontractors to provide this information in the required time frame is solely the responsibility of the Contractor and/or subcontractor.

The Contractor must use the Pre-Work Submittal Checklist provided at the end of these specifications to provide the Owner and/or Project Monitor these submittals. Failure to use the form will likely lead to the rejection of the submittal package and a delay in the project that will be the sole responsibility of the Contractor and/or subcontractor.

The Contractor is responsible for maintaining current documents and resubmitting copies to the Owner and/or Project Monitor for any worker whose documents expire during the project. Any worker observed on a job site who either is not approved to conduct work by the Owner and/or Project Monitor or has been approved but documentation pertaining to training, medical evaluation, or respiratory fit testing has expired, will be instructed to stop work until these documents are received by the Owner and/or Project Monitor and the worker is approved to perform work that disturbs lead.

1.6.2 SUBMITTALS PROVIDED DURING THE WORK OR FOLLOWING COMPLETION OF THE WORK IF APPLICABLE

Depending on the document, these documents must be provided the Owner and/or Project Monitor on an ongoing basis during the work, or if appropriate following completion of the physical activities associated with the project. The documents must be received and approved by the Owner and/or Project Monitor before the work is considered complete. (Failure to provide these documents means the work is not complete, even though the physical activities may be completed.)

- a. Daily sign-in sheet for each worker entering a lead regulated area.
- b. The Contractor must provide the results of exposure sampling done to comply with the requirements of 8 CCR 1532.1 (d) and the requirements of this specification.
- c. The Contractor must provide blood sampling and analysis results of lead (BLL) and zinc protoporphyrin (ZPP) levels for all workers who are represented by air monitoring results that exceed the Action Level. Typically, the Project Monitor will require blood lead sampling for all workers on a work shift if one or more air sampling results for that shift is above the Action Level.

The written results of the blood sampling analysis must be provided the Owner and/or Project Monitor within 21 days of the exposure over the Action Level or within 12 days of the completion of the project, whichever comes first.

- d. Copies of job progress reports and project documentation. This must include the names of all employees onsite, the hours worked and a brief description of the work completed at the site(s).
- e. The Contractor must provide all waste disposal documentation.

1.7 THIRD-PARTY OVERSIGHT

The Owner is utilizing an independent third-party consultant to provide oversight of all work that disturbs lead on this project. The Contractor shall treat this third-party consultant as a designated representative of the Owner. The third-party consultant for this project is known as the Project Monitor. The Project Monitor is expected to perform some or all of the following activities on this project, but may also conduct other activities as needed:

- a. Visually monitor the work practices of the Contractor's employees to determine that the work is being done in compliance with these specifications. The Project Monitor may conduct this activity on a continual basis or may make unannounced random visits to the project site to check on the Contractor's performance.
- b. Visually inspect for the presence of visible emissions suspected to contain lead.
- c. Conduct personal and area air monitoring in accordance with accepted methods.
- d. Collect bulk samples of relevant materials to determine the presence or absence of lead.
- e. Visually inspect the work area for cleanliness after completion of the work.

1.8 AIR SAMPLING BY THE OWNER AND/OR PROJECT MONITOR

The Owner and/or Project Monitor may determine it appropriate to collect air samples to evaluate the effectiveness of the Contractor's engineering controls and work practices. The Contractor and/or subcontractors shall allow the Project Monitor to attach and collect personal air samples on the workers and shall instruct the workers to comply with the directions for that sampling as given by the Project Monitor.

Air sampling may also be used to verify the effectiveness of the Contractor's containment system. The Project Monitor may choose to collect area air samples within the work area. These samples results may be used to generate an eight-hour, time-weighted average. The result of area samples in a lead work area should normally be far below what the workers are breathing. Therefore should the Project Monitor collect area air samples within the work area that result in

exposures above half the Action Level ($15 \text{ } \Phi\text{g}/\text{m}^3$), the Project Monitor will require the Contractor and/or subcontractors to re-evaluate their work practices, engineering controls, and containment system.

The Project Monitor may also choose to collect area samples downwind, outside of the regulated work area. These sample results will be compared to background air samples upwind or samples collected prior to the beginning of work. Sample results indicating airborne lead emissions at or above $5 \text{ } \Phi\text{g}/\text{m}^3$ above background levels will be interpreted to mean that the Contractor and/or subcontractors containment or engineering controls are inadequate. This may result in the temporary stoppage of work until the Project Monitor is assured that airborne lead levels will significantly diminish by the change in work practices or engineering controls.

1.9 NOTIFICATION OF EMPLOYERS OF EMPLOYEES IN ADJACENT AREAS

The Contractor and subcontractors who will disturb lead are responsible for ensuring that employers of employees in areas adjacent to the work being conducted have been notified that work disturbing lead will take place.

Typically this notification is in addition to the posting of lead regulated area signs. In summary, this notice shall be provided to all other contractors and subcontractors in areas adjacent to the work. Those employers must be notified in advance of any upcoming work that will disturb or impact lead in a manner that may generate airborne levels of lead that could present a potential exposure to workers at or above the Permissible Exposure Limit (PEL) as defined in 8 CCR 1532.1©). This notice shall also provide information on the control measures being implemented and a warning that the employer's employees are to remain outside of the posted regulated areas. The Contractor and/or subcontractors anticipating the need for such notification shall coordinate this notification with the Owner and/or Primary Contractor.

1.10 SUSPENSION OF WORK

The Owner and/or Project Monitor may suspend all work that disturbs lead if any controls (such as barriers) fail, if debris known or suspected to contain lead is detected outside the containment, or if work is on the exterior of a structure and wind speeds are more than fifteen miles per hour, or if in the judgement of the Project Monitor, other factors exist that determine the work must be stopped because of the potential for the creation of lead hazards. For example, the Project monitor may conduct perimeter monitoring and discover that lead is being released in concentrations above $5 \text{ } \Phi\text{g}/\text{m}^3$ above background levels or work area air monitoring that is above half the Action Level. In either case, the Owner and/or Project Monitor may suspend work until more effective containment, work practices, and engineering controls are utilized.

1.11 PRE-START MEETING

The Project Monitor typically recommends that there be a pre-start meeting with the Contractor or subcontractor's representative and the Project Monitor approximately five days prior to the expected start of work. The Contractor will be expected to provide the majority of pre-work

submittals described in Part 1.6.1 at that meeting. This meeting is designed to answer questions about the project and address issues of concern of either the Contractor, subcontractor, or Project Monitor. Should this meeting be determined not to be necessary, the submittals must be delivered to the Owner and/or Project Monitor no later than five working days in advance of the work.

1.12 TESTING FOR LEAD IN PAINTS, COATINGS, CERAMIC TILE, AND OTHER MATERIALS

The Owner has already investigated the paints present in and on the building associated with this project and does not anticipate paying for additional testing.

PART 2.0 MATERIALS AND EQUIPMENT

2.1 FIRE RESISTANT PLASTIC SHEETING (POLY)

All plastic sheeting used on this project must be fire resistant whether used inside or outside of buildings.

2.2 CHALLENGE TESTING OF HEPA FILTRATION SYSTEMS

All HEPA-equipped vacuums and air filtration units to be used on this project in interior spaces during operations that may disturb lead must be challenge tested and meet ANSI requirements using DOP or an equivalent testing agent. Except for HEPA air filtration units used to create negative pressure differentials for the demolition of ceramic tile, this testing must take place within ten calendar days prior to their use and after replacement of any HEPA filter removed from previously tested equipment. Air filtration units used in conjunction with the demolition of ceramic walls must be challenge tested on site. They do not need to be retested as long as they remain on site. They will need to be retested if they are moved off site. Copies of all testing certifications must be provided to the Owner and Project Monitor prior to use of the equipment.

Exception: Subcontractors using HEPA vacuums for incidental cleanup of lead dust resulting from the minimal disturbance of lead as discussed in Part 1.5.1 are exempt from the challenge testing requirement unless, in the judgement of the Project Monitor, there is a reasonable expectation that the subcontractor's HEPA vacuums are leaking.

2.3 VACUUM-ASSISTED TOOLS

When using power tools to disturb lead, the Contractor shall only use tools that have a HEPA-filtered-vacuum recovery system.

2.4 POWER WASHING

NOT APPLICABLE TO THIS PROJECT

2.5 PERSONAL PROTECTIVE EQUIPMENT

The Contractor shall use respirators and personal protective equipment as required by 8 CCR 1532.1 and as appropriate based on personal air monitoring results. All respirators must be approved by NIOSH.

Respirator fit test records and the respiratory protection program shall be retained on site as part of the project documentation if respiratory protection is used on this project. Disposable dust/mist respirators shall not be used.

At a minimum, half-face respirators with P-100 (HEPA) cartridges will be required during surface preparation where there is manual scraping or sanding that will take more than one hour to complete. Dry scraping or sanding, mechanical scraping, abrading, sanding, or similar actions will trigger the need for respirators regardless of the duration of the activity.

Regardless of the duration of the work, all workers scraping lead-containing paint or removing or demolishing ceramic tile must wear disposable protective clothing over their wear home clothes. Workers demolishing surfaces that contain ceramic tile must wear full body protective clothing including hoods and gloves.

At a minimum, the Contractor and subcontractors must ensure that no lead dust or debris is tracked out of the contained, regulated area. The Contractor and subcontractors must ensure that all those allowed into the regulated area wear adequate foot coverings that ensure that they will not track contaminated material out of the area when they leave.

2.6 RENTAL EQUIPMENT

Any equipment rented for the purpose of disturbing lead or used within a lead regulated area must be accompanied with documentation verifying that the rental agency has been notified, and acknowledges receipt of notification that the equipment being rented will be used for work inside a lead regulated area. This documentation must be submitted to the Project Monitor prior to the equipment being used on the job site.

PART 3.0 EXECUTION

3.1 SUMMARY

Contractors and subcontractors conducting lead related construction work will be evaluated on a performance standard which includes, but is not limited to, cleanliness of work area, work practices as verified by exposure monitoring, containment set up, and ultimately, the clean up of paint chips, dust, and debris.

Any work practice that creates paint chips, dust, glazed ceramic or painted debris must be conducted within a regulated area as defined in 8 CCR 1532.1 and within a containment at least as stringent as required by Title 17 and/or described in these specifications.

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

The containment system shall be designed and constructed to prevent visible dust or debris from escaping the work area as well as the escape of airborne lead emissions at or above $10 \text{ } \mu\text{g}/\text{m}^3$ above background levels. Should dust or debris generated by the work be found outside the containment, or the airborne lead outside the containment exceed background levels, the Project Monitor will determine that the containment is inadequate, in violation of Title 17 requirements, and work will be stopped until the Contractor and/or subcontractors redesign the containment to be more effective.

3.2 COMPLIANCE WITH REQUIREMENTS FOR THE PEL AND ACTION LEVEL

Contractors and subcontractors strictly adhering to the requirements listed in these specifications who conduct minimal disturbance of lead such as by the conduction of trigger task work amounting to less than one hour, may begin work assuming the Cal/OSHA Permissible Exposure Limit (PEL) will not be exceeded.

Contractors and subcontractors **not strictly conforming to suggested work practices must start work assuming the PEL will be exceeded.** This means they must comply with all OSHA requirements specified for work that results in exposures over the PEL. This will include, but is not limited to, complying with requirements for training, personal protection, regulated area development, blood testing, personal air monitoring, the development of a written compliance plan, and the notification of employers in adjacent areas.

Contractors and subcontractors must assume the PEL will be exceeded each time they conduct trigger activities that will exceed one hour in duration. This will trigger the need to wear respirators and protective clothing, meet the training requirements specified earlier in these specifications, conduct personal air sampling, develop a written compliance plan and all other actions described as necessary by 8 CCR 1532.1 and these specifications.

3.2.1 PERSONAL AIR SAMPLING

The Contractor and subcontractors are responsible for conducting personal air monitoring during disturbance of lead in compliance with the requirements of 8 CCR 1532.1. At a minimum, Contractors and subcontractors shall conduct representative exposure monitoring on workers on a daily basis whenever those workers will conduct trigger task activities that will take longer than one hour to complete in an eight-hour shift. In addition, air sampling must be done for any work for which the Project Monitor believes has a reasonable potential for generating airborne lead at or above the Action Level. The Project Monitor will not allow work to proceed if the Contractor is not prepared to conduct the necessary air monitoring.

Sample information must include (but is not restricted to) the name of the individuals wearing the samples, the individuals' Social Security Number or Company ID number, the date the samples were collected, identification by unique method of the area where the work is being performed, and identification of the work being performed. EXAMPLE: James Black, 000-11-222, 06/25/03, Bill Jackson Elementary School,

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

Building H, Classroom 5, East covered walkway, paint surface preparation work.

Laboratory results shall be provided to the Owner and/or Project Monitor within 72 hours of sample collection. Paper copies must be received within 14 days of the Contractor receiving the results from the laboratory. Contractor and/or subcontractor must submit proof that laboratory has the required licenses to analyze air samples for lead.

Should they wish to make use of the exceptions to air sampling stated in 8 CCR 1532.1 (d)(3)(C) & (D), the Contractor and/or subcontractors must submit the required information to the Owner and/or Project Monitor and receive written approval from the Owner and/or Project Monitor prior to reducing the personal protection, containment, or engineering controls stated in this specification. In general, air sampling results that are intended for use to reduce personal protection requirements must be collected on this project. Air sampling results from other projects will not be allowed to create a negative exposure assessment for use on this project.

Contractor and/or subcontractors must submit a signed statement that they will conduct personal air sampling according to Cal/OSHA requirements for all work where that sampling is required by these specifications. Typically sampling will be required whenever the Contractor and/or subcontractor conduct a trigger task for more than one hour in an eight or more hour shift.

3.3 WORK INVOLVING WHOLE COMPONENT REMOVAL OR DEMOLITION OF ENTIRE STRUCTURES

Intact lead-containing paint on construction debris is generally not considered a hazardous waste in California. However, loose and peeling paint on structures may result in all construction debris from that site being considered a hazardous waste.

Therefore prior to the demolition or removal of painted material and the disposal of that material, all loose, peeling or flaking paint must be removed. This includes objects such as fences, built-in furniture or cabinets, other similar structures, as well as entire structures being demolished.

Any paint debris generated during this work must be separated into appropriate waste streams and handled as a hazardous waste, or as deemed appropriate as discussed in Part 3.11 Lead Waste Management.

The manual demolition or removal of painted components involving over 100 square feet of material does not trigger the Cal/OSHA pre-work notification as stated in 8 CCR 1532.1 (p) **if the paint is intact and will largely remain undisturbed by the removal or demolition process.** For example, if door or window frames with intact paint are removed, and the amount of material is over 100 square feet, the Cal/OSHA notification does not need to be provided if the paint is intact and won't be disturbed by the removal process.

3.4 PROHIBITED WORK PRACTICES

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

The following work activities are prohibited on the project:

- a. Open-flame burning or torching.
- b. Machine sanding or grinding of lead materials or surfaces coated with lead unless the machine is equipped with a HEPA-filtered-vacuum recovery system.
- c. Un-contained hydro-blasting or high-pressure washing.
- d. The use of power washing to remove loose and peeling paint.
- e. Abrasive blasting or sandblasting without a HEPA-filtered-vacuum recovery system or done outside of a negative pressure enclosure.
- f. Heat guns operating above 1,100 EF.
- g. Dry scraping, except for limited areas where electrical hazards create a higher risk than lead or unless specifically approved by the Project Monitor.
- h. Use of methylene chloride based paint strippers.

3.5 COMPETENT PERSON

The Contractor and/or subcontractors disturbing lead shall have a competent person (as defined by Cal/OSHA for construction activities) onsite at all times to supervise and oversee all activities which may disturb materials containing lead. This person must be a CDPH Certified Lead Supervisor for all work that involves the conduction of trigger tasks on more than 100 square feet of lead-containing material.

The above requirement is not required for environmental contractors conducting work limited to the removal of loose and peeling paint on structures scheduled for demolition. In those situations, the on-site supervisor must meet the lead training requirements as stated in Part 1.5.2 Required Training For Those Exposed Over the Action Level Or Who Conduct Trigger Tasks. In addition, the Contractor must have a CDPH certified supervisor approve the containment setup at the start of each shift that will disturb lead, approve the work practices and personal protective equipment worn by the workers, verify that proper air monitoring is being collected, be able to return to the site within two hours if requested by the Project Monitor, and approve the final cleanup of the work area prior to a visual inspection of the work area being conducted by the Project Monitor. *The certified supervisor will always be required to approve the initial set up of the containment, personal protection, and work practices at the start of the job, but then depending on the quality of the work demonstrated, the Project Monitor may not require the certified supervisor to inspect the work site at the start of each shift.* This exemption will be revoked should air sampling on this project demonstrate airborne lead exposures to workers or supervisors are above the Action Level.

3.6 WORK SITE PREPARATION & CONTAINMENT REQUIREMENTS

The Contractor and/or subcontractor is required to contain the disturbance of lead in a manner that prevents lead-contaminated dust, debris, water, or air from leaving the regulated work area in an uncontrolled fashion. The containment must be developed in compliance with the requirements of Title 17 and these specifications. The presence of lead dust, debris, or air above background levels will indicate that the containment is inadequate. Work will be stopped and the Contractor and/or subcontractor must adjust work practices, engineering controls, or the containment in a manner that convinces the Project Monitor that the material will no longer be able to escape the regulated work area.

3.6.1 EXTERIOR WORK SITE PREPARATION & CONTAINMENT

NOT APPLICABLE TO THIS PROJECT

3.6.2 INTERIOR SITE PREPARATION & CONTAINMENT

NOT APPLICABLE TO THIS PROJECT

3.6.3 ADDITIONAL CONTAINMENT REQUIREMENTS FOR DEMOLITION OF CERAMIC TILE AND/OR MECHANICAL DISTURBANCE OR BLASTING OF LEAD-CONTAINING MATERIALS WITHOUT A HEPA-FILTERED-VACUUM RECOVERY SYSTEM

NOT APPLICABLE TO THIS PROJECT

3.6.4 DECONTAMINATION PROCEDURES

Decontamination procedures shall be established by the Contractor and subcontractor depending upon the airborne concentrations of lead as well as the amount of dust and debris created by the work. At a minimum, the decontamination procedures shall be in compliance with 8 CCR 1532.1 (I)(1-5). As stated in 8 1532.1 (I)(1-5), the Contractor shall assure that these decontamination facilities are used by the supervisor and workers.

For work that does not exceed the PEL, and/or does not include the disturbance of more than 100 square feet of material, the Contractor and/or subcontractor must assure that a hand-washing station is available and used by the supervisor and workers. For work that exceeds the PEL, or involves the breakage of ceramic tile in amounts over 100 square feet, the Contractor must ensure that workers shower, at a minimum at the end of the work shift as required by 8 CCR 1532.1.

3.6.5 AVOIDING CONTAMINATION OF ADJACENT AREAS BY PROPER DECONTAMINATION

Should the Owner and/or Project Monitor discover that an occupant of the regulated area left the regulated area without properly decontaminating, the Contractor will be required

to clean the adjacent areas that in the opinion of Project Monitor may have been exposed to lead dust or debris from this action. Failure to properly decontaminate is demonstrated by wearing protective clothing outside the regulated area that was previously worn in the area or by wearing footwear outside the regulated area that was not properly covered and/or decontaminated. The failure to adequately decontaminate will trigger the following cleaning. In all areas determined necessary by Project Monitor, the Contractor will be required to HEPA vacuum, then wet wash, then HEPA vacuum again all potentially contaminated areas and items to the satisfaction of the Project Monitor. The Project Monitor will not need to demonstrate the need for this cleaning by the presence of visible dust and will not need to collect settled dust samples in order to require the Contractor to implement the cleaning routine.

3.6.6 APPROVAL PRIOR TO START OF WORK

The Project Monitor shall visually inspect any regulated area for compliance with this specification before the contractor and/or subcontractor may begin work that may disturb lead. The contractor and/or subcontractors may not begin work disturbing lead without approval from the Project Monitor. The contractor and/or subcontractor must contact the Project Monitor sufficiently in advance of needing the visual inspection and coordinate with the Project Monitor in order to minimize any delays resulting from the need for this visual inspection.

Typically, once the Project Monitor has reviewed the contractor and/or subcontractors regulated work area set up, the work site supervisor will be told that they may start work at future regulated work areas without prior authorization from the Project Monitor as long as they assure the Project Monitor that the containment and work practices will be implemented as approved by the Project Monitor.

3.7 WET WORK PRACTICES

Unless determined infeasible by the Project Monitor, all disturbance of lead-containing materials must utilize wet methods for dust suppression.

3.8 PROMPT CLEANUP OF DEBRIS

Removed lead-containing material shall be kept wet and promptly placed in the type of waste containers required by this specification. The Contractor and subcontractors are encouraged to place debris in containers shortly after it has been removed. However, at a minimum, all bulk debris must be containerized before any work stoppages such as for breaks, lunch, or the end of a shift. Bulk debris must be kept adequately wet until it is containerized. The Contractor must plan only to disturb amounts of material that can be cleaned up and containerized before the next work stoppage. Delays and additional costs incurred by the Contractor for failing to adequately calculate the amount of time needed to clean up debris will be the sole responsibility of the Contractor. For example, if a crew must work overtime to containerize debris before ending the shift, those additional costs are the sole responsibility of the Contractor.

The Contractor and/or subcontractor must not allow excessive amounts of dust and debris to gather on the floor containment barriers. If in the opinion of the Project Monitor, too much debris is being allowed to gather on the floor poly, the Project Monitor will require the Contractor or subcontractor to either assign a worker to conduct continual cleanup, or the workers scraping paint or conducting other work disturbing lead will have to contain the debris before it falls to the ground. Typically this is done by scraping paint directly into a cardboard box held by the worker as he or she scrapes off the loose and peeling paint.

3.9 FINAL CLEANUP OF THE WORK AREA

3.9.1 EXTERIOR WORK AREAS

The Contractor and/or subcontractor must HEPA vacuum up all visible dust and debris off containment barriers. Then gently roll and/or fold poly barriers in on themselves in order to avoid releasing any remaining dust to adjacent areas during this process.

The final step will be to vacuum up any visible dust or debris in the work area or regulated area that is suspected to contain lead. The area must be visually clean of all lead-related dust and debris, and all poly barriers must be removed before the workers leave the job site. The regulated area barrier tape and/or signs must be taken down. Critical barriers erected on windows and HVAC systems may be left in place if work will take place in those same areas during the next work shift. Otherwise those barriers must also be removed before the workers leave at the end of the shift.

3.9.2 CLEANUP OF INTERIOR WORK AREAS

NOT APPLICABLE TO THIS PROJECT

3.10 FINAL INSPECTION OF THE WORK AREA

The Project Monitor will inspect work areas for visual signs of dust and debris related to the disturbance of lead. The Project Monitor will not inspect or evaluate the quality of paint preparation work such as paint scraping. The contractor who will be painting the prepared surfaces is responsible for the quality and workmanship of the surface preparation. However, if the work involves the removal of loose and peeling paint prior to the demolition of a structure, the Project Monitor will evaluate the completeness of that work.

For exterior work, the Project Monitor will visually inspect the work area to determine that there is no visible dust or debris still in the area that is reasonably expected to have been generated by the work. All poly barriers (except for on critical barriers in areas needed for the next shift) and barrier tape and signs must be removed.

Until told otherwise by the Project Monitor, the supervisor must notify the Project Monitor in advance of the end of the shift in order for the Project Monitor to visually inspect the work area prior to the workers leaving for the day. Typically this will not be required after the workers

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

demonstrate that they consistently properly clean the work area before leaving.

For interior work, the Project Monitor will conduct a thorough visual inspection for dust and debris that may be related to the disturbance of lead. All surface areas must be clean. Residue dust will be assumed to contain lead and must be cleaned.

Until told otherwise by the Project Monitor, the supervisor shall notify the Project Monitor when the supervisor believes the work is complete and ready for a visual inspection. Prior to calling the Project Monitor for the visual inspection, the supervisor must personally inspect the area and determine that it is clean and ready for a final inspection.

The Project Monitor typically will not collect dust wipe samples to verify the cleanliness of an area unless specifically stated otherwise elsewhere in these specifications. However, dust wipes may be collected in either of the following circumstances. In both cases the supervisor will be told of the possibility of the collection of dust wipes and encouraged to conduct extra cleaning of the areas.

- a. Ceramic Tile Removal Closely Adjacent To Kindergarten Classrooms, Daycare Facilities, or Food Preparation Areas Including Kitchens and Eating Areas.

The Project Monitor is likely to conduct dust wipe sampling on the floor in the area between the decontamination unit and occupied areas of the property where children under the age of six routinely may be present. The supervisor will be told in advance that this testing will take place and is encouraged to clean the area between the decontamination area and where the sample will be collected. This sample will be collected within 20 feet of the decontamination chambers unless the Project Monitor believes that poor work practices or decontamination procedures have contaminated the area as discussed below.

- b. Failure To Comply With Work Practices, Engineering Controls, Or Decontamination Procedures

If in the judgement of the Project Monitor, the Contractor and/or subcontractor has not followed the requirements of this specification regarding work practices, engineering controls, and decontamination procedures, the Project Monitor will collect dust wipe samples in areas believed contaminated by the Contractor or subcontractors' actions. The supervisor of the project will be told in advance if such testing will be conducted and given time to clean those areas. For example, Part 3.6.5. describes actions that will lead to additional cleaning by the Contractor.

Should dust wipe sampling be necessary, the Project Monitor will conduct such testing with the specified intent of verifying whether the containment process and decontamination processes used by the Contractor and/or subcontractor were adequate in preventing the release of lead dust from the work area. The samples

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

will be collected according to the procedures required in Title 17. The containment will be judged appropriate if the results of the samples do not indicate a dust lead hazard for floors as specified in Title 17.

3.11 POWER WASHING OF EXTERIOR BUILDING SURFACES

NOT APPLICABLE TO THIS PROJECT

3.12 LEAD WASTE MANAGEMENT

Proper testing and disposal of all waste material is the responsibility of the Contractor.

The Contractor must plan the work in order to minimize the generation of hazardous waste during the disturbance of lead-containing materials. The Contractor must create separate waste streams as necessary. This particularly includes the separation of any loose paint chips or flakes or ceramic tile debris from other construction debris. All waste streams must be identified by the Contractor before the work begins and separated during the course of the project to minimize costs of disposal.

The Contractor is responsible for all costs associated with the testing, removal, packing, loading, shipping, and disposal of lead containing waste generated during this project. This does not include waste water testing done to determine if power washing is permitted. The cost of that testing will be covered by the Owner.

The Contractor is required to comply with all regulations in Title 8 Section 1532.1 Lead in Construction and Cal/EPA Title 22 for waste classification and disposal.

3.12.1 LEAD WASTE TESTING

The Contractor must conduct appropriate waste stream characterization testing and/or filtering prior to disposal of waste products such as water, sand, paint chips, vacuum debris, and filters generated during surface preparation activities. Once completed, the test analysis results must be submitted to the Owner and/or Project Monitor for review. The Contractor is responsible for all costs associated with waste stream testing. Contractors may choose to avoid some waste testing by presuming that the waste is a lead hazardous waste. Waste must be tested if the Contractor wishes to treat it as a non-hazardous waste.

The Contractor may not remove or dispose of the identified materials from the job site until this review has been completed and the Contractor has been informed by the Owner and/or Project Monitor of their concurrence that the materials have been properly tested and meet the requirements allowing the materials to be classified as non-hazardous.

3.12.2 HAZARDOUS WASTE MANIFESTS

For all hazardous waste that requires an EPA manifest, the Contractor must coordinate

with the Owner for signature of the manifest. In general, the Contractor must notify the Owner a minimum of 24 hours in advance of the need for a signature. Hazardous waste cannot be transported without an authorized signature so it is the responsibility of the Contractor to coordinate with the Owner the time waste transporters will need the signature. Delays resulting from the failure of the Contractor to obtain an authorized signature from the Owner will be the sole responsibility of the Contractor, unless the Owner was provided 24 hour in advance notice and the transporter arrived on time during the regular work hours of the Owner.

3.12.3 WASTE CONTAINERS

All debris generated in the regulated work area shall be placed in containers approved by the Project Monitor. The containers shall be leak tight and meet the requirements as stated in these specifications. Bags and other containers shall not be overfilled.

If in the judgement of the Project Monitor, the Contractor's method of containerizing debris is inadequate and either results in the release of dust or debris or is reasonably expected to result in such a release, the Contractor will be forbidden to continue waste containerization or load out until the containers meet the approval of the Project Monitor. This may result in the Contractor being required to change from one type of container to another. It must be understood that the Contractor is responsible for proper containerization of waste and therefore, will be required to provide for adequate and appropriate containers regardless of cost incurred due to failure of one system of containerization being required over another.

When utilizing bags to contain lead hazardous waste, two bags at least six-mil in thickness must be used. The inner bag may be sealed with adequate amounts of tape necessary to secure the opening of the bag. Only the second or final bag must be gooseneck sealed.

Regardless of the wastes characterization or designation as construction debris or hazardous waste, all waste containers shall be stored in designated and secure areas separate from the work area prior to testing and/or disposal.

The Contractor is responsible for proper storage and labeling of all hazardous waste containers while they are being used as storage and before they leave the job site according to the requirements of DTSC and DOT.

Building components such as wood with loose and flaking paint must, at a minimum, be wrapped in one layer of six-mil poly and adequately sealed with tape to secure the containerized material.

Concentrated lead waste such as sludge from paint stripping operations, lead containing paint chips and/or dust, HEPA vacuum contents and filters must be assumed to be hazardous waste until properly tested and must, at a minimum, be placed

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

in poly lined, DOT approved steel drums.

Hard edged materials such as floor tile, gypsum board, plaster, stucco, ceramic tile, and other materials that may tear bags must be assumed to be hazardous waste until properly tested and must, at a minimum, be placed in poly lined, ridged-walled containers such as fiber drums or cardboard boxes as the final container.

Sharp edged components with peeling, blistering or flaking paint (e.g., nails, screws, metal lath, tin sheeting, door frames, etc.) must, at a minimum, be wrapped in one layer of six-mil poly sheeting, or a single six-mil thick bag and adequately sealed with tape to secure the containerized material.

3.13 ALTERNATIVE WORK PLANS

The Contractor and/or subcontractors may submit alternate work plans to the suggested work practices and containment strategies as stated in these specifications. These alternate work plans or containment strategies must be approved by Owner and/or Project Monitor prior to their implementation.

This specification was developed by:

Douglas R. Colley DOHS#I/S/M-5785 September 5, 2009	Phone: (916) 632-6800 Fax: (916) 632-6812
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PART 4.0 DOCUMENTATION SUBMITTAL REQUIREMENTS

Pre-Start Submittal Form

This form must be completed, signed, and submitted with the Contractor and/or subcontractors' documents required prior to the start of work. This form and these documents must be submitted to the Owner and/or Project Monitor in the time specified in the project documents prior to the start of work disturbing lead.

Please attach submittals in the order listed below. Please check off each item that is submitted. Write NA in spaces for which you believe the requirement is Not Applicable.

All Contractors and subcontractors who will have employees disturb lead on this project must, at a minimum provide proof of item number 1.6.1.e.1., lead hazard communication training in compliance with 8 CCR 1532.1 (L)(A)(1). **This is the only submittal that must be provided by these employers as long as they do not disturb more lead than is described in Part 1.5.1.**

The following submittals must be provided by all Contractors and subcontractors who will, at a minimum, have employees who will conduct trigger tasks for more than one hour per shift, will potentially be exposed above the Action Level, or will conduct other activities as determined by the Project Monitor that may result in significant exposure to lead.

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

- a. ____ A written lead compliance plan in compliance with 8 CCR 1532.1 must be provided that includes the following:
 - 1. ____ A description of equipment and materials, controls, crew size, job responsibilities, and operations and maintenance procedures for each activity in which lead is disturbed and potentially emitted;
 - 2. ____ A description of specific control methods (wet methods, engineering controls, etc.) that will be used to ensure workers are not exposed above the PEL;
 - 3. ____ Technology considered in meeting the Cal/OSHA permissible exposure level (PEL);
 - 4. ____ Air monitoring data documenting sources of lead emissions;
 - 5. ____ A detailed implementation schedule for the compliance plan, including the schedule for inspections by a competent person;
 - 6. ____ A description of the lead work practice program which will be used to control worker exposures. This includes the use of protective work clothing, equipment, hygiene facilities and practices, and housekeeping practices;
 - 7. ____ A description of the steps the Contractor or subcontractor will take to minimize the generation of hazardous waste produced on this project. This includes, but is not necessarily limited to how the contractor will separate waste streams. For example, how will the Contractor or subcontractor will keep potentially hazardous waste such as paint chips and dust from being disposed of with other potentially non-hazardous construction materials and debris.
- b. ____ Copy of the Contractor or subcontractor's written respirator program in accordance with the requirements of 8 CCR 1544.
- c. ____ Proof that all employees expected to wear respirators on this project have medical approval to wear a respirator.
- d. ____ Copies of respiratory fit-tests for all workers expected to wear a respirator on this project. Fit testing must be done as required by and in accordance with 8 CCR 1544.
- e. Proof of training required by Part 1.5 for type of work employee will do.

SAUGUS UNION SCHOOL DISTRICT
SITE WIDE EXTERIOR PAINTING PROJECT

1. ____ Proof of Hazard Communication Training for Lead for those exposed to lead or who will perform trigger tasks for less than one hour. *(Proof may be a certificate or written statement stating training was completed and a list of names of those individuals who were trained. Proof of this training is not needed if employee provides proof of training required by items e. 2, or e. 3.)*
2. ____ Proof of training in compliance with 8 CCR 1532.1 (l)(2) for all employees who will conduct trigger tasks as defined in 8 CCR 1532.1 (d)(2) for more than one hour or who will reasonably be expected to be exposed to lead above the Action Level. *(Proof may be a certificate or written statement stating training was completed and a list of names of those individuals who were trained.) Not required if providing proof of training required in item e.3 and/or item e.4.*
3. ____ Proof of CDPH lead certification for those workers who will conduct trigger tasks as defined in 8 CCR 1532.1 (d)(2) or will reasonably be expected to be exposed to airborne levels of lead above the PEL. This is required for this work on all projects that will disturb more than 100 square feet of lead-containing material. *(Proof of certification will be a currently valid CDPH certification card as a worker or supervisor. Workers who can show proof of a valid course completion form and application being submitted to CDPH, will be allowed to work while awaiting full certification from CDPH.)*
4. ____ Proof of current CDPH certification as a lead supervisor for the on-site competent person for projects involving the conduction of trigger tasks or other activities reasonably expected to exceed the PEL. This is required for this work on all projects that will disturb more than 100 square feet of lead-containing material. *Proof of valid certification will be a currently valid CDPH certification card a worker.)*
5. ____ If exception to requirement for CDPH certified supervisor listed in Part 1.5.3 is requested, then provide proof of CDPH certified supervisor who will verify containment, personal protection and work practices, and will be able to respond to the project within two hours of request by the Project Monitor. *(Only applicable for paint scraping work done prior to the demolition of buildings or structures.)*
- f. ____ Copies of all current MSDS for chemicals used on this project.
- g. ____ Manufacturers' certifications that high efficiency particulate air (HEPA) vacuums,

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

pressure differential units and other local exhaust ventilation equipment conform to ANSI Z9.2-79 for all HEPA-filtered equipment that will be used on this project. *(This is proof that the equipment is actually HEPA filtered. This is separate from the challenge testing requirement needed for equipment used in interior spaces.)*

- h. ____ Name and contact information of independent testing company who will challenge test all vacuums and air filtration devices used on this project (in interior spaces).
- I. ____ Statement regarding compliance with all Cal/OSHA exposure monitoring required for this project.
- j. ____ Name and contact information for laboratory who will analyze air samples or waste samples and documentation of their certification to conduct such analysis.
- k. ____ Name of Waste Transporter who will transport hazardous waste on this project and documentation that the Transporter is allowed to transport lead hazardous waste.
- l. ____ Name of Waste Landfill to which lead hazardous waste will be sent and documentation that such landfill is allowed to accept such waste.
- m. ____ Should waste water filtration be required on this project, submit manufactures documentation pertaining to the capability of waste water filters to filter particles of, at a minimum, five micrometers in size.
- n. ____ List of all rented equipment to be used within a lead regulated area, or a statement that no rental equipment will be used on this project.
 - 1. ____ If rental equipment is to be used, submit written statements from each rental company indicating the rental company's acknowledgment that the equipment is provided for and may be used in areas where airborne levels of asbestos and/or lead may be present.
- o. ____ Submit emergency plans. At a minimum submit the following:
 - 1. ____ Submit non-emergency telephone numbers, other than 911, for the appropriate Police, Sheriff, and Fire Departments.
 - 2. ____ Name, pager or cell phone numbers of the on-site supervisor and his immediate company supervisor.
 - 3. ____ Submit detailed written directions from the project site to the medical

SAUGUS UNION SCHOOL DISTRICT SITE WIDE EXTERIOR PAINTING PROJECT

facility to be used in case of an emergency. Also include a map which sufficiently shows the route to be taken from the site to the designated medical facility.

4. ____ Submit written emergency procedures pertinent to the work to be performed and which can be implemented by site personnel if the need arises.

- p. ____ Local sanitation district Wastewater Discharge Permit for Surface Washers (if required).

The above listed documents must be provided in the time specified in the project documents prior to the start of work that will disturb lead. Under no circumstances will workers or supervisors be allowed to work on this project prior to the receipt of this documentation by the Owner and/or Project Monitor. In addition, documentation regarding rental equipment, but must be provided before the equipment may be used in a lead regulated area. All delays resulting from the failure of the Contractor and/or subcontractors to provide this information in the required time frame is solely the responsibility of the Contractor and/or subcontractor.

Name, Signature, and Contact Information of Contractor's Personnel Completing Pre-Start Submittal Package

NAME:

(Print or Type)

SIGNATURE:

Telephone:

Fax:

Mailing Address:

The following information is reprinted from earlier in these specifications in order to assist the Contractor and/or subcontractors in providing the necessary submittals during and following the work.

1.6.2 Submittals Provided During The Work (Or Following Completion Of The Work If Applicable)

The following documents must be provided the Owner and/or Project Monitor following completion of the physical activities associated with the project. The following documents must be received and approved by the Owner and/or Project Monitor before the work is considered complete. (Failure to provide these documents means the work is not complete, even though the physical activities may be completed.)

- a. Daily sign-in sheet for each worker entering a lead regulated area.
- b. The Contractor must provide the results of exposure sampling done to comply with the requirements of 8 CCR 1532.1 (d) and the requirements of this specification.
- c. The Contractor must provide blood sampling and analysis results of lead (BLL) and zinc protoporphyrin (ZPP) levels for all workers who are represented by air monitoring results that exceed the Action Level. Typically, the Project Monitor will require blood lead sampling for all workers on a work shift if one or more air sampling results for that shift is above the Action Level.

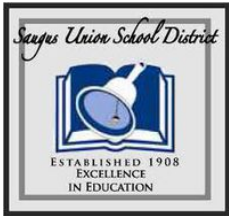
The written results of the blood sampling analysis must be provided the Owner and/or Project Monitor within 21 days of the exposure over the Action Level or within 12 days of the completion of the project, whichever comes first.

- d. Copies of job progress reports and project documentation. This must include the names of all employees onsite, the hours worked and a brief description of the work completed at the site(s).
- e. The Contractor must provide all waste disposal documentation.

END OF SECTION

EXHIBIT "C"

PAINT COLORS



SAUGUS UNION SCHOOL DISTRICT

Facilities Office
24930 Avenue Stanford
Santa Clarita, CA 91355 (661) 294-5300

MEMO

Mountainview Elementary School
Exterior Painting Project - Draft
Paint Colors

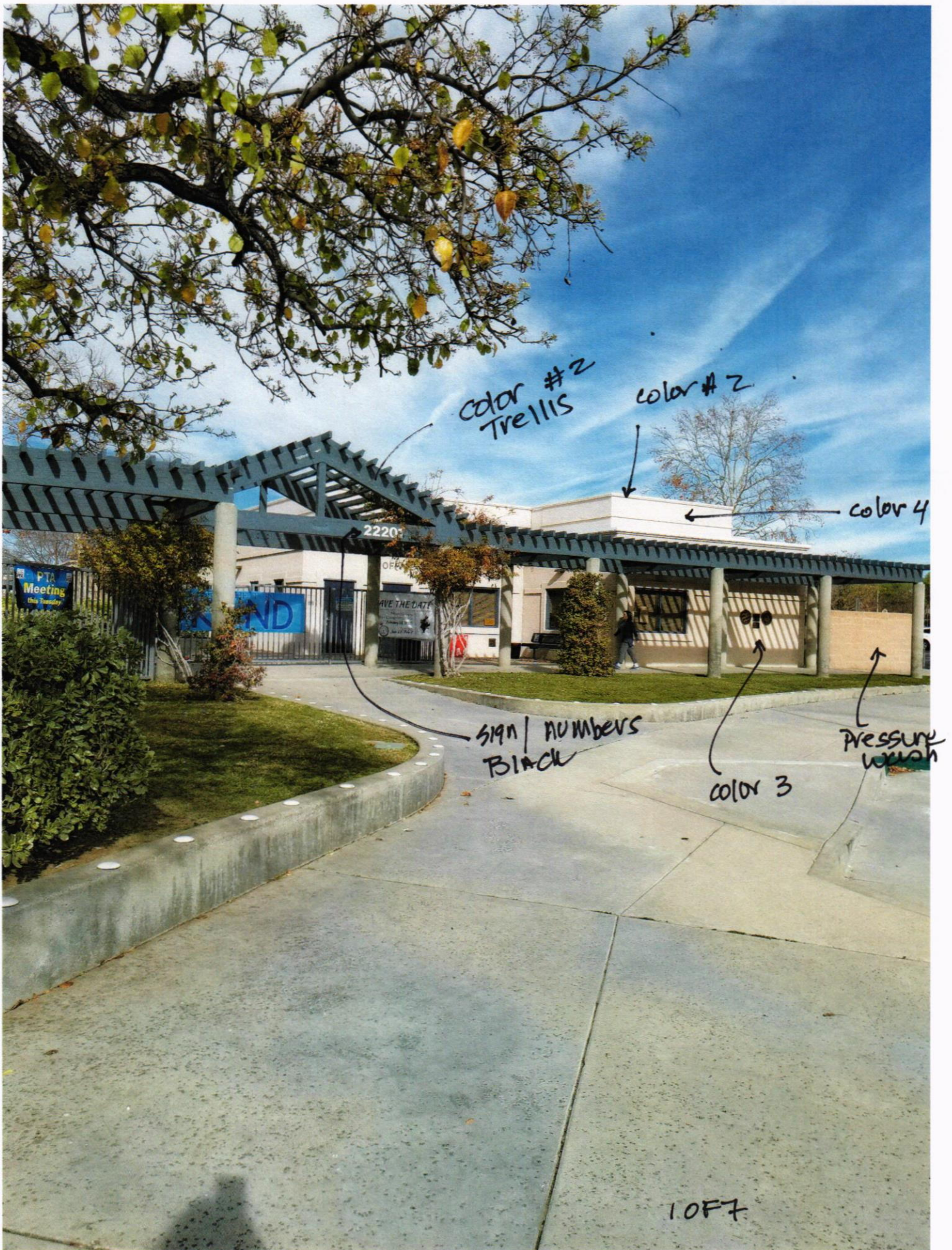
Colors are subject to change

Contractor to submit 3 draw downs of each prior to purchasing paint – for approval

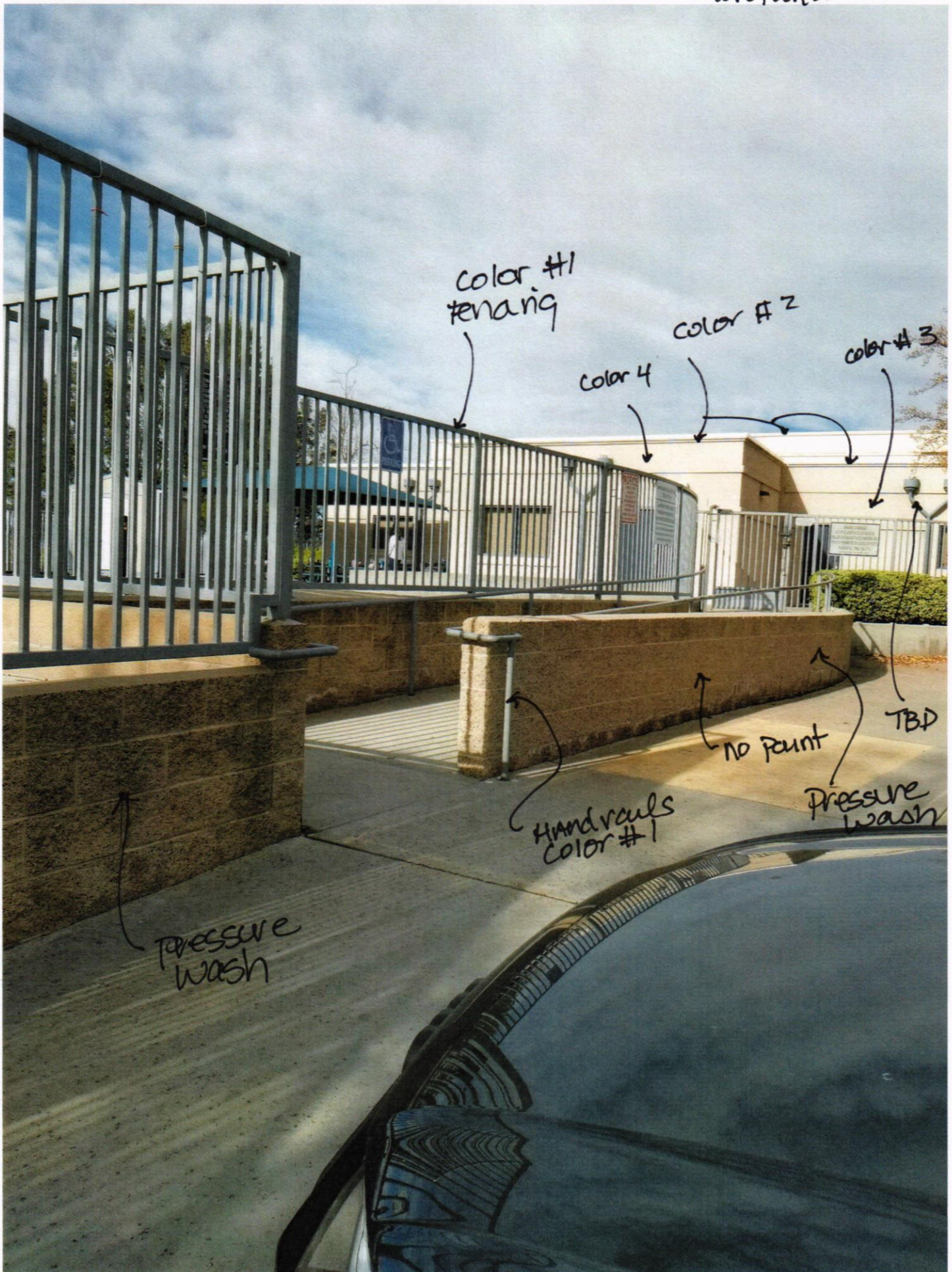
If colors are not approved, contractor may be required to submit additional draw downs

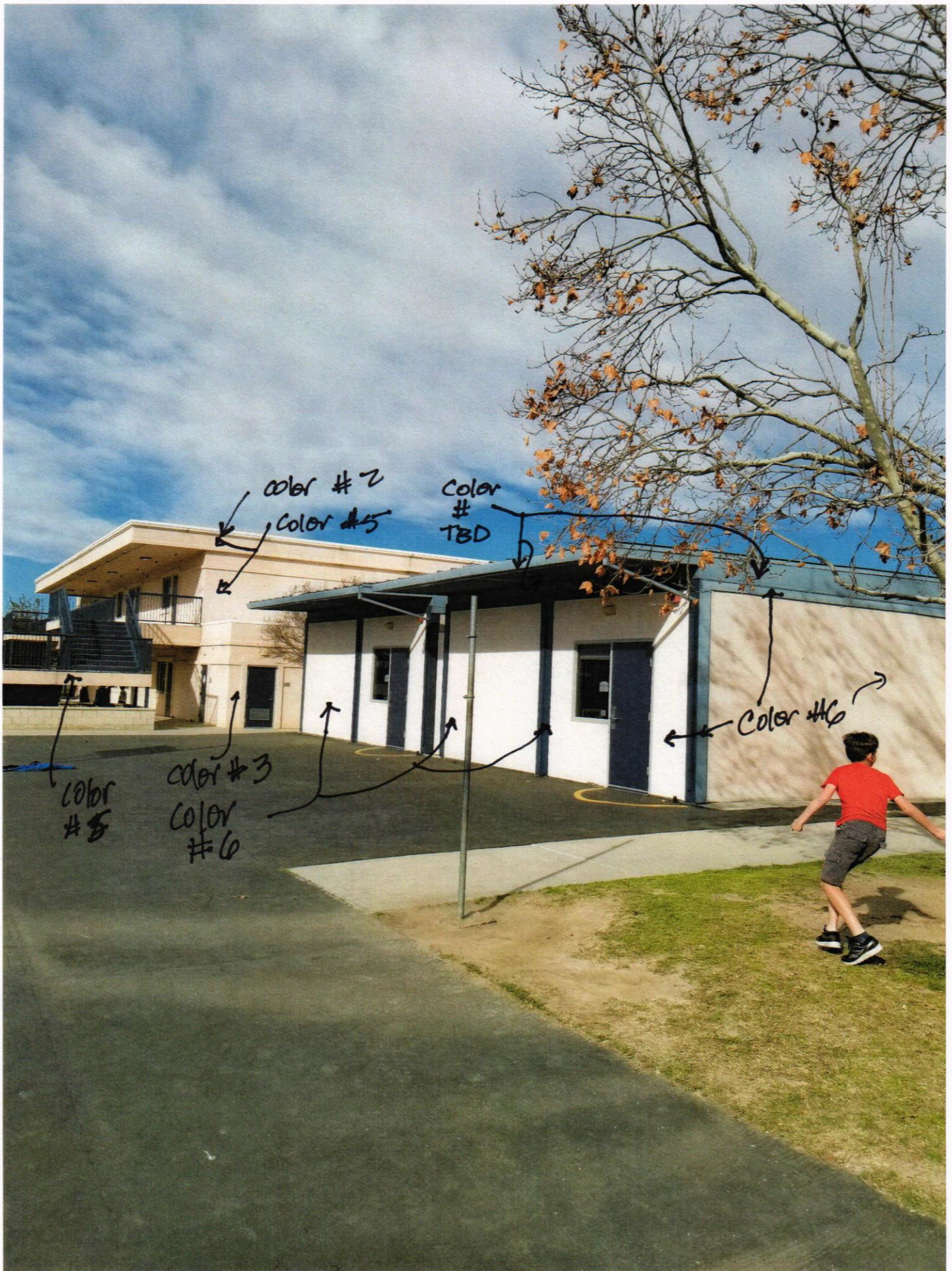
The colors are as follows:

- Color 1 – Vista Paint - Star Stud – Semi Gloss (Fencing, handrails)
 - Color 2 - Vista Paint - White White – Acribond 3000 (Trellis and Stucco Window Trims) Metal Trim – Semi Gloss
 - Color 3 - Vista Paint - TBD or Grey Beard – Acribond 3000 (Stucco Bottom)
 - Color 4 - Vista Paint - Plymouth beige #H0103 – Acribond 3000 (Stucco Middle & Top section)
 - Color 5 - Vista Paint – Grey Beard – Acribond 3000 (Top Stucco of 2-Story Bldgs)
 - Color 6 - Vista Paint – Subtle Shadow #0534 (TBD)
- Entrance Sign, Bldg Signs – Black – Semi Gloss

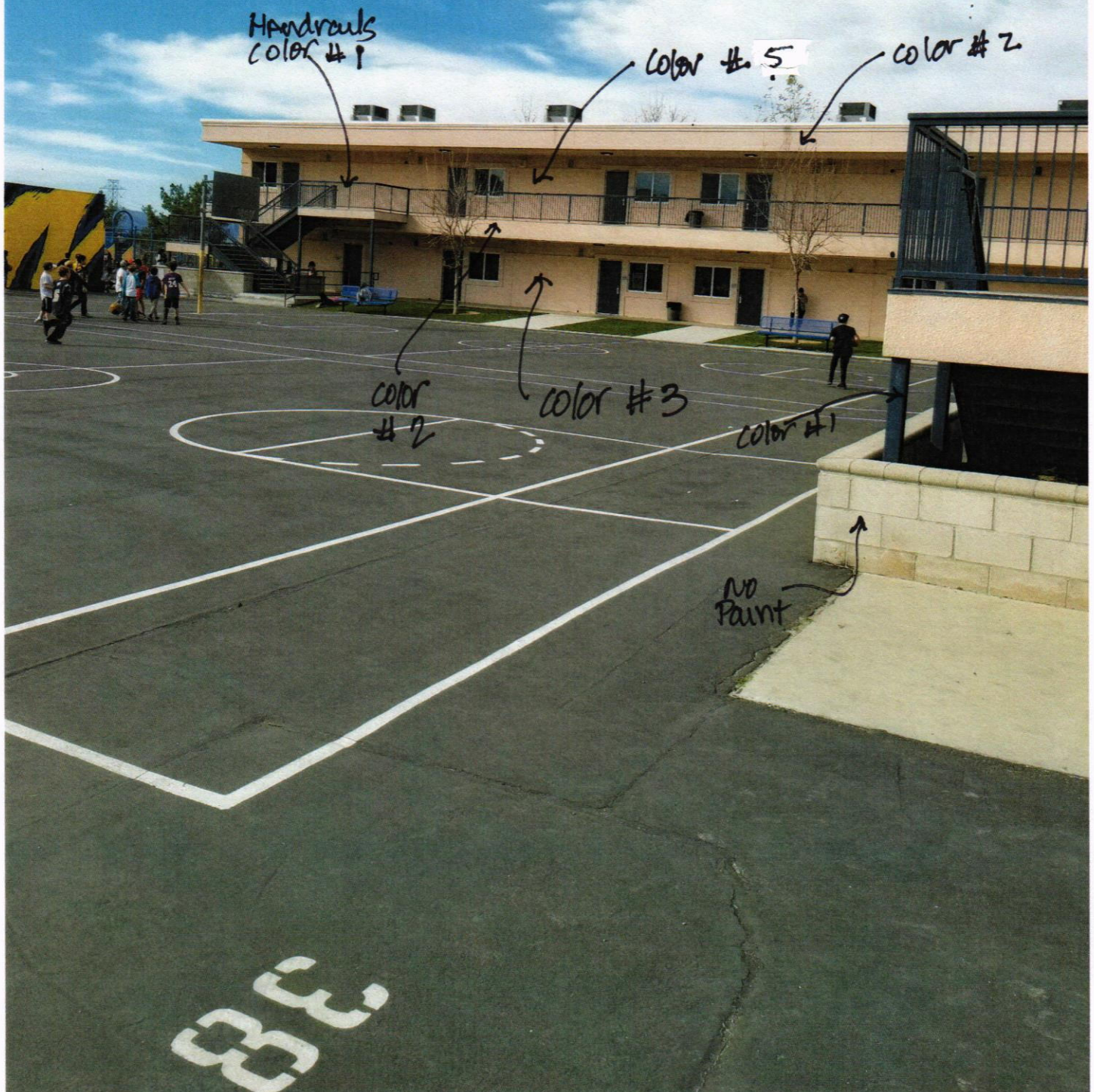


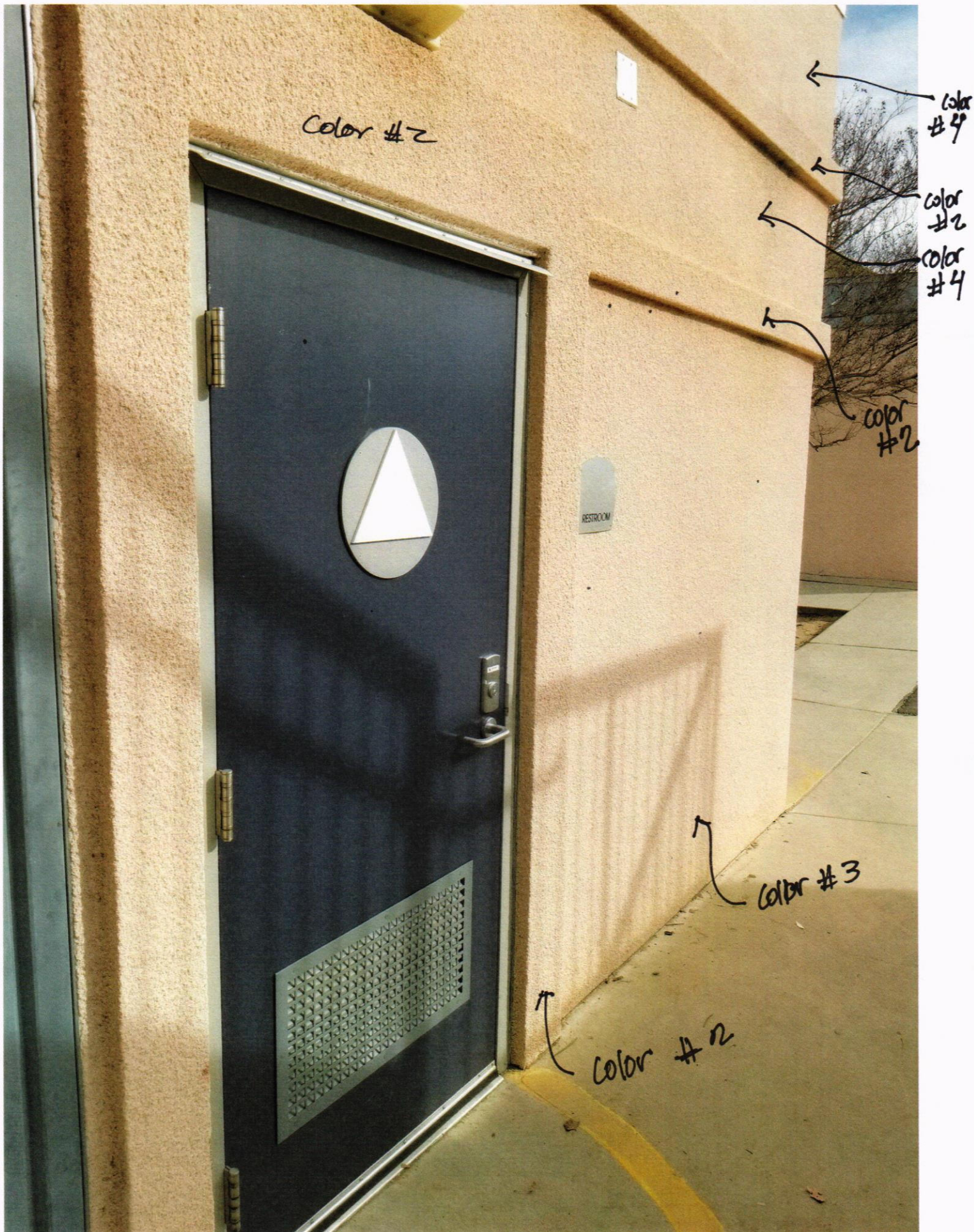
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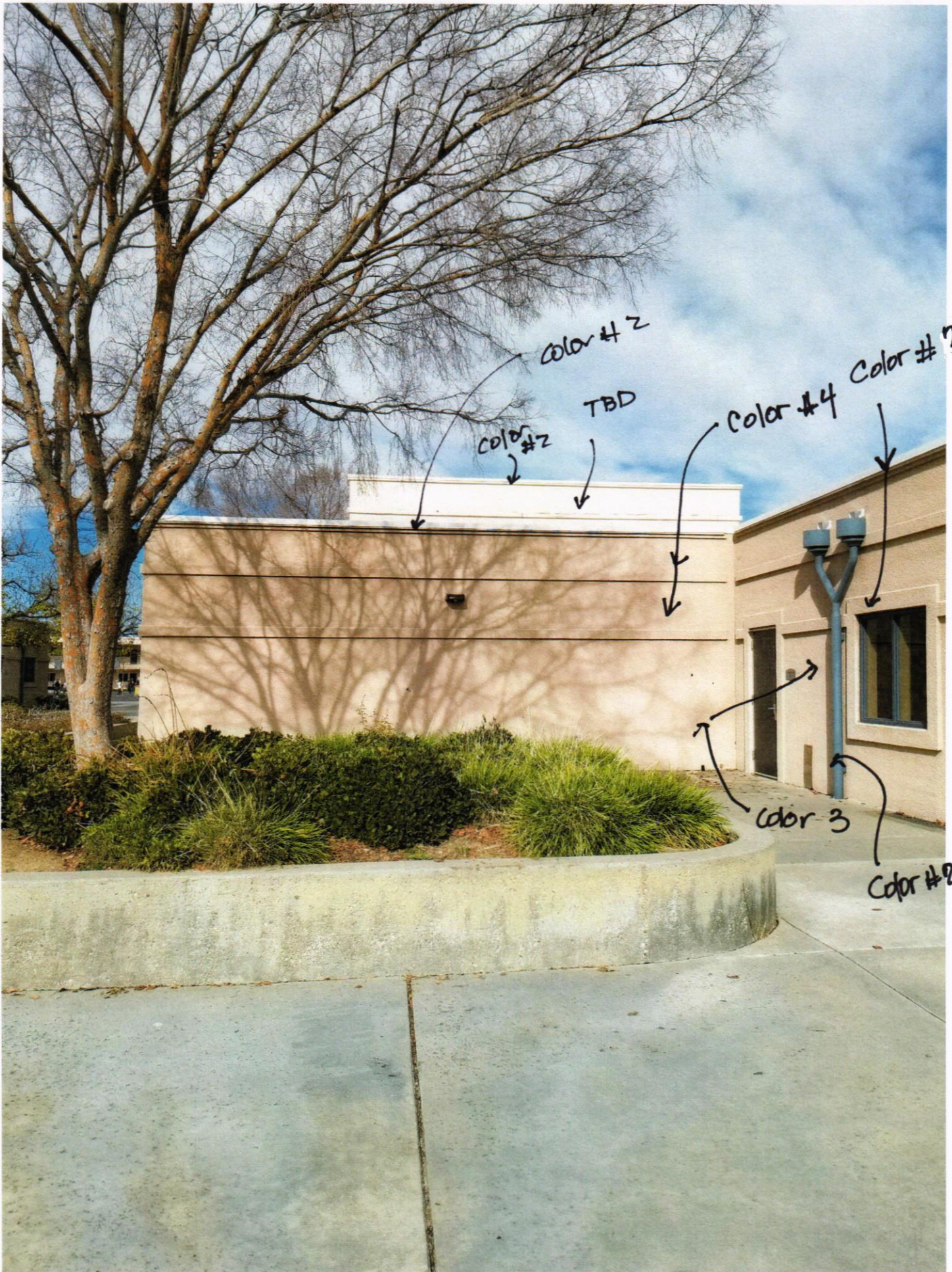




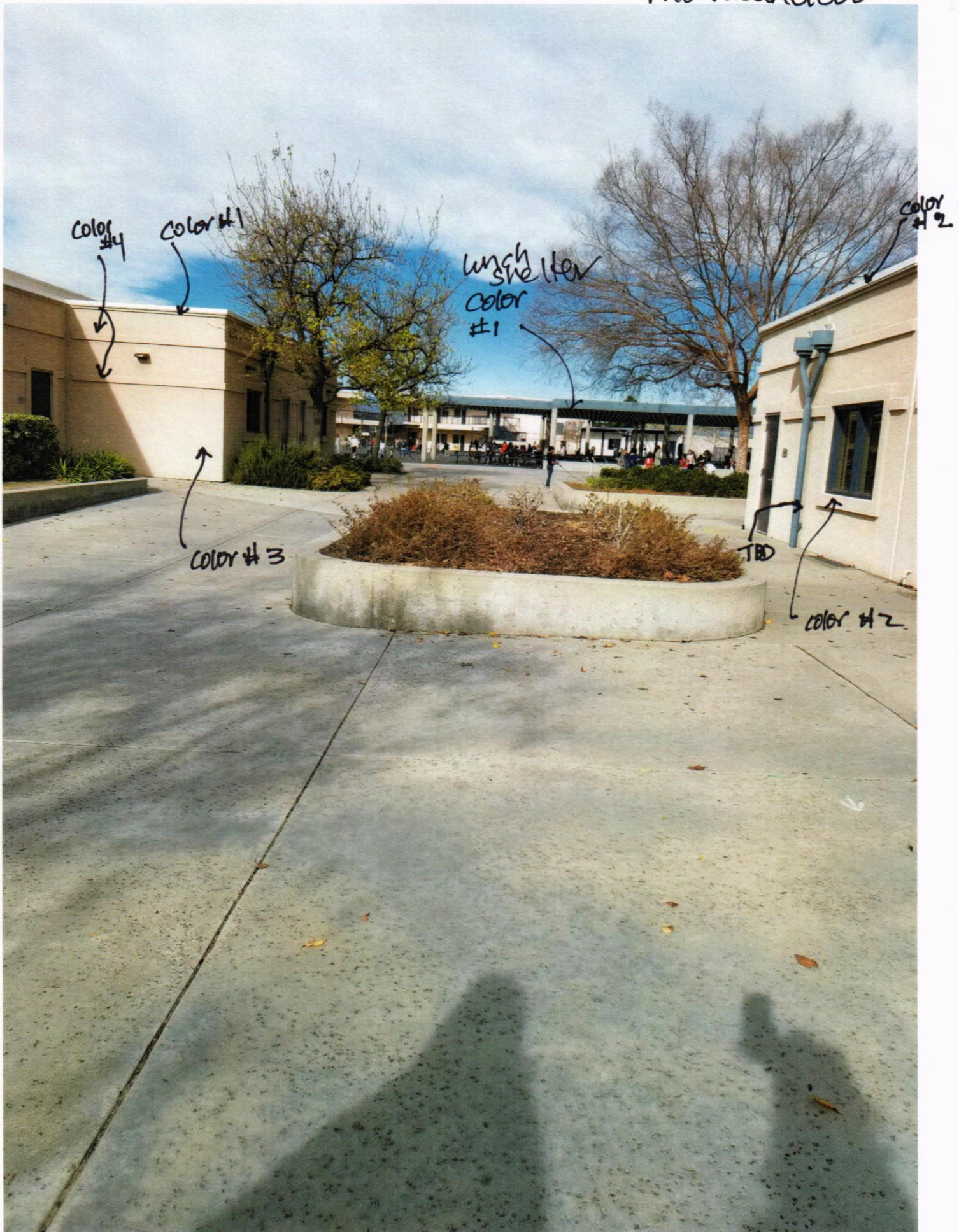
Typical 2-story







mountainview



EX C-9 of 9

7 of 7