

April 17, 2023

**CLOVIS UNIFIED SCHOOL DISTRICT
BID 2941 Clovis West High School West Gym Floor Reconstruction**

ADDENDUM NO. 1

This addendum forms a part of the bid/contract documents. It modifies the original project plans, specifications, and instructions. Bidders are required to acknowledge receipt of this addendum on the sheet included with the bid package. Failure to acknowledge receipt of this addendum may subject the bidder to disqualification.

Revisions:

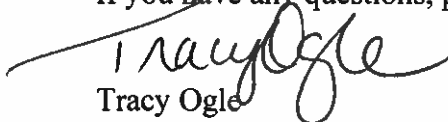
Due to COVID and California Wildfire impact on the insurance industry, the AM Best rating requirement on this project is now **A- rated or better**. Please provide and sign all needed AM Best verification paperwork outlined in bid packet with your sealed bid at time of bid submittal.

Clarification:

AM Best rating requirement of A or better has been reduced to A- or better.

Rating Report information to be obtained from A.M. Best Company –
<http://www.ambest.com>

If you have any questions, please feel free to contact my office at 559-327-9482.



Tracy Ogle
Buyer II

1-page addendum

CLOVIS UNIFIED SCHOOL DISTRICT

BID PACKAGE FOR BID NUMBER 2941

CLOVIS WEST HIGH SCHOOL WEST GYM FLOOR RECONSTRUCTION

Eimear O'Brien Ed.D.
Superintendent

Clovis Unified School District
1450 Herndon Avenue
Clovis, California 93611
(559) 327-9482

CLOVIS UNIFIED SCHOOL DISTRICT

BIDDING PACKAGE TABLE OF CONTENTS

DESCRIPTION

Notice To Contractors

Instructions To Bidders

Insurance Submittal Form

Bid Proposal Form (including Addenda)

Cost Analysis Form (if applicable)

Bid Bond Form

Student Safety Declaration

Noncollusion Affidavit

List of Sub-Contractors

Job References

Federal Funding Special Instructions and Information

Iran Contracting Act Verification Form

Russia Sanction Certification

Specifications

Sample Agreement

General Conditions

Payment and Performance Bonds

NOTICE TO CONTRACTORS

Notice is hereby given that Clovis Unified School District (hereinafter referred to as "Owner") will receive sealed bids prior to the date and time stated for the Bid Opening for:

Bid 2941 – Clovis West High School West Gym Floor Reconstruction

as per drawings and specifications which may be obtained from:

**CLOVIS UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
1450 HERNDON AVENUE
CLOVIS, CALIFORNIA 93611**

Time of completion date for the project(s) shall be **60 Calendar Days. Work to begin Monday, 6/12/2023.**

Bids will be sealed and filed in the Business Office of the Owner

**CLOVIS UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
1450 HERNDON AVENUE
CLOVIS, CALIFORNIA 93611**

On or before **1:00 PM on May 10, 2023.**

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner. If a bid bond is used, it must be issued by an Admitted Surety (an insurance organization authorized by the Insurance commissioner to transact surety insurance in the State of California during this calendar year), which shall be given as a guarantee that the bidder will enter into a contract if awarded the work and will be declared forfeited, paid to, or retained by the Owner as liquidated damages if the bidder refuses or neglects to enter into the contract provided by the Owner after being requested to do so.

A Mandatory job walk is scheduled for Wednesday, May 3, 2023 at 9:00 AM. Please meet at Clovis West High School 1070 E. Teague Fresno, CA 93720 at the flagpole.

The Contractor shall be required to satisfy the conditions set forth in the contract and Education Code section 45125.2 regarding fingerprinting requirements and student safety prior to permitting any contact with students. Upon award of the contract and before beginning work, the Contractor shall be required to provide a verification of compliance with the student safety provisions of the contract and Education Code section 45125.2.

Upon award of the bid, require signature on the enclosed declaration to ensure compliance with the general Conditions and the Education Code.

The successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred per cent (100%) of the contract price, and a Faithful Performance Bond in the amount of one hundred per cent (100%) of the contract price, said bonds to be secured from an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year), and satisfactory to the Owner. The bidder will be required to give satisfactory proof to the Owner of the maintenance of Public Liability Insurance in the amount of not less than

\$2,000,000.00 for more than one person injured in one accident, and the maintenance of property damage insurance in an amount not less than \$2,000,000.00.

The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the General Conditions.

The Owner will not consider or accept any bids from contractors who are not licensed to do business in the State of California, in accordance with the California Public Contract Code, providing for the licensing of contractors. In accordance with Section 3300 of said Code, the Contractor shall have a **Class "C" license**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

The lowest bid shall be determined as follows: The lowest total of the bid on the base contract and the bids on all additive items and all deductive items. . (Public Contract Code section 20103.8, subd. (b)). The District reserves the right to add or deduct any of the additive or deductive items from the project or contract after the lowest responsible and responsive bidder is determined.

The Director of the Department of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime work as set forth in Article VIII of the Agreement. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available to any interest party on request.

The Owner reserves the right to waive any irregularity and to reject any or all bids.

Unless otherwise required by law, no bidder may withdraw its bid for a period of sixty (60) days after date set for the opening thereof.

Advertise: **April 21, 2023** and
April 28, 2023

Clovis Unified School District
Michael Johnston
Associate Superintendent

END OF SECTION

INSTRUCTIONS TO BIDDERS

SECURING DOCUMENTS:

Drawings and Specifications are available at:

**CLOVIS UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
1450 HERNDON AVENUE
CLOVIS, CALIFORNIA 93611**

DEPOSIT:

There is no charge required of each bidder securing Contract Documents.

A mandatory job walk is scheduled for Wednesday, May 3, 2023 at 9:00 AM. Please meet at Clovis West High School 1070 E. Teague Fresno, CA 93720 at the flagpole.

PROPOSALS:

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

1. Proposals shall be made on a form therefor, obtained from the Architect or Owner. Bids not made on the proper form shall be disregarded. Numbers must be stated in words and figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineation, alterations, or erasures.
2. No proposal will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications, except that explanations or alternate proposals may be made on a separate sheet attached to the bid form. They will not, however, be considered in determining low bid.
3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Architect who will send written instructions clarifying such questions to each bidder.
4. Each bid must give the full business address of the bidder, and the name of each person signing shall also be typed or printed below the signature. Bids by individuals must be signed by the individual. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by one of the partners, or by an authorized representative, followed by the signature and designation of the person signing. Bid by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind the corporation in the matter. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be attached.
5. Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, which are hereby incorporated and made a part hereof, every bidder shall set forth in its bid:

- A. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half (1/2) of one percent (1%) of the bidder's total bid.
- B. The portion of the work which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half (1/2) of one percent (1%) of the bidder's total bid, the bidder agrees to perform that portion itself. The successful bidder shall not, without the consent of the Owner:
 - 1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid.
 - 2) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.
 - 3) Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.
- 6. The Director of the Department of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and rate for legal holidays and overtime work as set forth in Article IX of the Agreement. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available to any interested party on request.
- 7. All proposals must be accompanied by a completed Noncollusion Declaration. The bidder must certify that the Bid is genuine and is not sham or collusive, or made in the interest of or on behalf of any bidder not named in the bid, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other possible bidder to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for itself an advantage over any other bidder.
- 8. Proposals must be accompanied by a certified check, cashier's check, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Owner. If a bidder's bond accompanies the proposal, said bond shall be secured by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year) and satisfactory to the Owner. Said check or bond shall be given as a guarantee that the bidder will enter into the contract if awarded the work, and in case of refusal or failure to enter into said contract, the check or bond, as the case may be, shall be payable to the Owner and retained as liquidated damages.

9. Proposals shall be sealed and filed as indicated in the Notice to Contractors. Note regarding facsimiles: EXCEPT FOR BID SECURITY, all submitted before the bid opening documents may be in the form of facsimiles which have been sent elsewhere and sealed before filing with the Owner. (Any bidder who uses or attempts to use the Owner's facsimile equipment will be disqualified immediately.) The originals of the faxed documents must be mailed to the Owner, postmarked the same as the bid opening, via certified mail, return receipt requested, or hand-delivered to the Owner by the close of business on the day of the bid opening.

Facsimiles of the bid security are not acceptable - the original of the check or bond must be submitted before the bid opening.

10. Bidders shall possess a valid California Contractors License as listed in the Notice to Bidders. A General Building Contractors License (B) shall be acceptable in accordance with the California Business and Professional Code Section 7057, paragraph (b): A general building contractor may take a prime contract or a subcontract for framing or carpentry project. However, a general building contractor shall not take a prime contract for any project involving trades other than framing or carpentry unless the prime contract requires at least two unrelated building trades or crafts other than framing or carpentry, or unless the general building contractor holds the appropriate specialty license or subcontracts with an appropriately licensed specialty contractor to perform the work. Owner reserves the right to reject any bid as nonresponsive if a listed subcontractor is not licensed at the time the bidder's bid is submitted to Owner, whether or not the bidder listed the unlicensed subcontractor inadvertently. Owner reserves the right to reject any bid as nonresponsive if a listed subcontractor is not licensed to perform the work for which it is listed at the time the bidder's bid is submitted to Owner, whether or not the bidder listed the subcontractor for that particular work inadvertently.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn by the bidder prior to the time fixed for the submittal of bids. A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code § 5100 et seq.

OPENING OF PROPOSALS:

Opening of proposals shall be as soon after the hour set as will be possible; opening and declaration to be as set forth in the Notice to Contractors. Any and all bidders will be permitted to attend. The Owner is allowed the number of days set forth in the Notice to Contractors in which to determine low bidder.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

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

FORM OF CONTRACT:

The form of contract which the successful bidder will be required to execute, if awarded the work, is attached hereto and is made a part hereof.

ADDENDA OR BULLETINS:

Any addenda or bulletins, issued during the time of bidding, shall form a part of the drawings and specifications loaned to the bidder for the preparation of its proposal, shall be covered in the proposal, and shall be made a part of the Contract Documents. All addenda or bulletins shall be signed by the Architect and approved by the Division of State Architect.

AWARD OF CONTRACT:

Rejection of any or all proposals, to contract work with whomever and in whatever manner, to abandon work entirely, and/or to waive any informality in receiving of bids is reserved as the right of the Owner. Before the contract or contracts are awarded, the Owner may at its sole discretion require from the proposed Contractor on each project further evidence of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform such proposed contract and may consider such evidence before making its decision on the award of such proposed contract.

The lowest bid shall be determined as follows: The lowest total of the bid on the base contract and the bids on all additive items and all deductive items. The District reserves the right to add or deduct any of the additive or deductive items from the project or contract after the lowest responsible and responsive bidder is determined.

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

EXECUTION OF CONTRACT:

The Contract shall be signed by the successful bidder in as many originals as the Owner deems necessary and returned, together with the contract bonds and insurance certificates, within ten (10) days after the bidder has received notice that the contract has been awarded.

CONTRACT BONDS:

Two bonds, as itemized below and in the forms presented in these contract documents, shall be furnished by the successful bidder at the time of entering into the contract and filed with the Owner. They shall be in the form of surety bonds issued by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year) and satisfactory to the Owner.

Performance Bond in the amount of one hundred percent (100%) of the contract sum to insure Owner during construction and for one year after completion against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the contract.

Payment Bond (Labor and Material) in the amount of one hundred percent (100%) of the contract sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this contract.

DRAWINGS, SPECIFICATIONS AND ADDENDA OR BULLETINS:

Return by each bidder of all drawings, specifications and addenda or bulletins in an unmutilated condition and without any marks or annotations is demanded within the time limit indicated under **DEPOSIT** in this section.

SUBSTITUTION OF MATERIALS:

All materials are mentioned as standards. Should a Contractor desire to substitute materials or methods for those specified, the Contractor shall follow the guidelines stated herein, and in accordance with Section 01-640. Each review of a substitution request by the Architect or its consultants will be billed to the Contractor at an hourly rate as indicated in Section 01-640.

Substitutions can be submitted in two ways: (1) Prior to Bid Opening, and (2) After Award of the Contract. Either submittal of substitutions is further described herein and must conform to the requirements indicated.

(1) Prior to Bid Opening: The Contractor must insure that proposed substitutions of materials by the Contractor or its subcontractors are submitted to the Architect's office a minimum of fourteen (14) calendar days prior to the Bid Opening for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. An Addendum will be issued seven (7) calendar days prior to Bid Opening including all equipment and materials deemed equivalent to those specified and approved by the Architect. Submittals must include comparative spec-data of that specified equipment or material and the proposed substitution as indicated on the completed "Substitution Request Form" in accordance with Section 01-640. Submittals without this information will be automatically rejected.

(2) After Award of the Contract: In accordance with the provisions of Section 3400 of the California Public Contract Code, the Contractor awarded the Contract will be provided a period of (40) calendar days after the award of the Contract for submission of data substantiating a request for a substitution of "an equal" item or items. Substitution requests must be made as provided in Article 3.11.4 of the General Conditions.

PAYMENTS:

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

TAXES:

The Owner is exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Contractor to be used to obtain materials ordinarily subject to Federal Excise Tax without payment of the tax. Bidders shall deduct Federal Excise Taxes from their bid prices before submitting bids, so that such taxes will not be included in the Contract Sum.

TIME OF COMPLETION AND LIQUIDATED DAMAGES:

Time is of the essence in this contract, and the time of completion for this project shall be **60 Calendar Days**.

Should said work not be completed within the time limit as may be extended as herein provided, damages will be sustained by the Owner. It is understood and agreed that it is and will be impracticable or extremely difficult to determine the actual amount of damages which the Owner will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay the Owner the sum of **\$1000.00 Dollars per calendar** for each and every day's delay beyond the time specified as and for liquidated damages; in case the Contractor fails to make such payment, the Owner may deduct the amount thereof from any money due or that may become due the Contractor under the contract. Should such money not be sufficient to cover the agreed liquidated damages, the Owner shall have the right to recover the balance from the Contractor or his sureties.

The Contractor shall be required to satisfy the conditions set forth in the contract and Education Code section 45125.2 regarding fingerprinting requirements and student safety prior to permitting any contact with students. Upon award of the contract and before beginning work, the Contractor shall be required to provide a verification of compliance with the student safety provisions of the contract and Education Code section 45125.2.

Upon award of the bid, require signature on the enclosed declaration to ensure compliance with the general Conditions and the Education Code.

END OF SECTION

REV. 3.97 (8.98)

Clovis Unified School District

Bid 2941 Clovis West High School West Gym Floor Reconstruction

Insurance requirements due at time of bid submittal:

- 1) Insurance Requirements – Proof of Carriage of Insurance – requirement has been revised from A or better has been reduced to A- or better.**
- 2) Proof of coverage to be submitted with bid proposal at due date and time established in the bid packet.**

INSURANCE RATING SUBMITALL FORM

Bid 2941 Clovis West High School West Gym Floor Reconstruction

Attach report of Insurance Rating to this form. Rating Report information to be obtained from A.M. Best Company – www.ambest.com

This form and needed report MUST be submitted with bid proposal at due date and time established in bid paperwork

Name of Bidder: _____

PROPOSAL FORM FOR BID 2941

CLOVIS UNIFIED SCHOOL DISTRICT
CONFERENCE ROOM
1450 HERNDON
CLOVIS, CALIFORNIA 93611

Dear Board Members:

The undersigned doing business under the firm name of -

hereby propose and agree to enter into an agreement, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of work described hereinafter and in the contract documents:

Clovis West High School West Gym Floor Reconstruction

for the sum(s) quoted below.

Total Bid

Dollars \$ _____

WORK TO BEGIN MONDAY, JUNE 12, 2023.

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned will, within ten (10) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a contract in the form of agreement present in these contract documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

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

Our Public Liability and Property Damage Insurance is placed with:

Our Workers' Compensation Insurance is placed with:

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

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

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

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

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

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

NOTE: Each bid must give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full name of all partners and must be signed by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bid by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

Dated _____, 2023

Signed

Print or Type Name

Business Address

Email Address

Phone #

Fax #

License #

Additional Signature Lines if Applicable:

Signed

Print or Type Name

Business Address

Signed

Print or Type Name

Business Address

Signed

Print or Type Name

Business Address

State of Incorporation if Applicable

() Evidence of authority to bind corporation is attached.

END OF SECTION
REV. 10/96.arch 3.97 (8.98)

Do not substitute Bid
Bond Form

The Bid Bond Form in
this packet must be
used.

Failure to use the Bid
Bond form in this bid
packet may result in
rejection of bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we the undersigned

_____ as Principal and

_____ as Surety, are hereby held and firmly bound unto the Clovis Unified School District, acting on behalf of the State Allocation Board, State of California, hereinafter called the "Owner", in the sum of _____ Dollars (\$ _____) for payment of which sum, well and truly to be made, we hereby jointly and severally find ourselves, our heirs, executors, administrators, successors, and assigns.

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

BID # 2941 Clovis West High School West Gym Floor Reconstruction

in strict accordance with the Contract Documents.

NOW, THEREFORE,

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

Then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

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

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this ____ day of _____, 2023, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Individual Principal) (Seal)

(Address) (Business Address)

(Individual Principal) (Seal)

(Address) (Business Address)

Attest:

(Corporate Principal)

(Business Address)

By:

(Affix Corporate Seal)

Attest:

(Corporate Principal)

(Business Address)

By:

(Affix Corporate Seal)

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

Total amount of premium charged, \$
(The above must be filled in by Corporate Surety)

END OF SECTION
If: 10/97 (8.98)

STUDENT SAFETY DECLARATION
Construction, Rehabilitation or Repair Contractors
(Education Code section 45125.2)

I, _____, declare as follows:

1. I am a representative of _____, and am authorized to make this declaration on its behalf;

2. Pursuant to Education Code section 45125.2, I shall not permit any employee, agent or subcontractor to have more than limited contact with pupils without taking protective steps as set forth in that section and this declaration.

3. I declare that I have taken one or more of the following protective measures pursuant to Education Code section 45125.2:

a. Neither I, my employees, agents nor subcontractors will have more than limited contact with students.

b. I have installed or will install a physical barrier at the worksite such that no employee, agent or subcontractor will have more than limited contact with students.

c. An employee, agent or subcontractor will continually monitor and supervise all employee(s), agent(s) and subcontractor(s) who will have more than limited student contact. I have submitted fingerprints to the Department of Justice for the supervisory employee(s), agent(s) or subcontractor(s). I have received a response from the Department of Justice, and I certify that none of these supervisory employees, agents or subcontractors have been convicted of a felony as defined in Education Code section 45122.1. A list of these supervisors is attached hereto.

I know the above of my own personal knowledge and if called as a witness could competently testify thereto. I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on _____, _____, at _____, California.

Name of Contractor

By : _____

clovis\FINGERPRINTING.11.1999

BID # 2941

NONCOLLUSION DECLARATION

I, _____, declare that I am
(Name of Representative) (Title of Representative)
of _____,
(Business Name of Bidder)

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

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

Executed this _____ day of _____, 2023 at _____,
California.

(Signature of Representative)

NOTE: A declaration does not have to be notarized.

END OF SECTION
10/96 (8.98)

Bidder

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and the location of the mill, shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement to be performed under these specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the work which will be done by each subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

Note: **Reproduce for additional listings needed beyond the length of this form.**

Portion of Work	Name of Subcontractor	Location & <u>License #</u> of Subcontractor*	Subcontractor DIR Registration #

* ***If there are similarly named subcontractors in a particular location, list enough information in this column to differentiate. LOCATION OF SUBCONTRACTOR AND LICENSE NUMBER MUST BE PROVIDED IN BID RESPONSE***

Listing Subcontractors. As required pursuant to the Subletting and Subcontracting Fair Practices Act, each bidder shall submit with its bid a list of the names, license numbers, DIR registration numbers, and locations of the places of business of each subcontractor that will perform work or labor or render service to the bidder in or about the Project, or that, under subcontract to the bidder, will specially fabricate and install a portion of the work, in an amount in excess of one-half of 1 percent of the total amount of the bidder's bid. A bidder may not list more than one subcontractor for any one portion of the work. A bidder that fails to list a subcontractor for any portion of the work represents that it is fully qualified to and shall perform such work using its own forces. If the bid documents require the bidder to submit alternate bids and the bidder intends to use different or additional subcontractors for the alternates, the bidder must submit a separate list of subcontractors for each such alternate. A bidder shall submit the lists of subcontractors only on the form included in the bid documents.

BID # 2941

CLOVIS UNIFIED SCHOOL DISTRICT

Clovis West High School West Gym Floor Reconstruction

JOB REFERENCES

Bidders must submit a list of at least three (3) projects of similar dollar volume completed within the last 24 months for reference purposes.

DATE	JOB SITE	CONTACT PERSON	TELEPHONE NUMBER

NAME OF BIDDER _____

3.97 (8.98)

BID EXPENDITURES MAY INCLUDE FEDERAL FUNDING SPECIAL INSTRUCTIONS AND INFORMATION

1. Project may be funded in part or in total with Federal Funds.
2. City of Clovis, City of Fresno and County of Fresno are jurisdiction areas of Clovis USD
3. Awarded contractor CANNOT be on the US General Services Administration Lists of Parties Excluded from Federal Procurement or Non-Procurement Programs
<https://sam.gov/content/exclusions>
4. ** BIDDER MUST INCLUDE PROOF OF SEARCH RESULTS INDICATING THEY ARE NOT ON THE FEDERAL EXCLUSION LISTING - - SEE SAMPLE SCREEN SHOTS BELOW THAT IS TO BE SUBMITTED WITH BID



Exclusions

An exclusion record identifies parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non financial assistance and benefits. Exclusions are also referred to as suspensions and debarments.

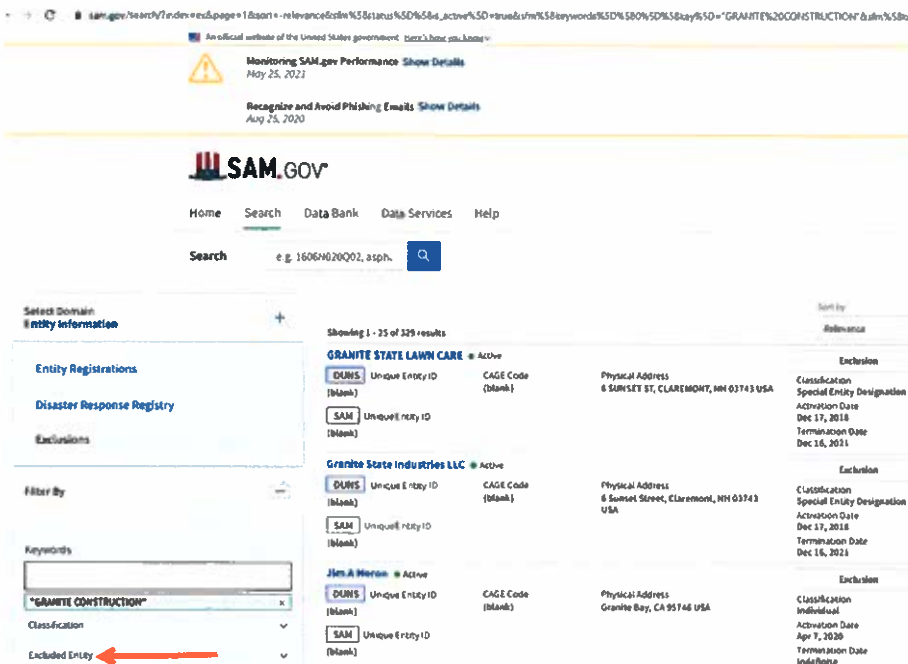
Search Exclusions

[Advanced Search](#)

e.g. Smith, 123456789



Type in your company name and hit search. Then go to Excluded Entity link on left of page and type in company name a second time and hit enter on keyboard.



5. PRINT OUT THIS SCREEN SHOT INDICATING NO MATCHES FOUND WITH SEALED BID PROPOSAL AT DUE DATE AND TIME OF BID SUBMITTAL. THIS INDICATES YOUR COMPANY IS NOT EXCLUDED FROM FEDERAL CONTRACTS

Select Domain
Entity Information

Entity Registrations

Disaster Response Registry

Exclusions

Filter By

Keywords


"GRANITE CONSTRUCTION" x

Classification

Excluded Entity

Entity Name

No results found



No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

Go Back

6. THANK YOU FOR YOUR TIME IN COMPLETING THIS PROCESS AND INCLUDING DOCUMENTATION WITH BID PACKET. THIS ENSURES THE DISTRICT IS MEETING FEDERAL GRANT REQUIREMENTS. THESE GRANTS BRING FEDERAL TAX DOLLARS TO OUR COMMUNITY FOR PROJECTS THAT ENRICH OUR STUDENTS.

RETURN WITH BID SUBMITTAL PACKET
ALONG WITH COPY OF SCREEN SHOT INDICATING COMPANY IS NOT ON FEDERAL
CONTRACT EXCLUSION LISTING

DECLARATION OF GOOD FAITH EFFORT TO MEET PROVISIONS OF FEDERAL FUNDING REQUIREMENTS – INCLUDING, BUT NOT LIMITED TO DAVIS-BACON AND RELATED ACT PROVISIONS

I, _____, declare that I am _____
(Name of Representative) (Title of Representative)

of _____.
(Business Name of Bidder)

The party making the foregoing bid declares that the bidder has made good faith efforts to meet the provisions of Federal funding requirements, including, but not limited to Davis-Bacon and related Act provision, the District will exercise its discretion as to whether the good faith effort has been made. The bidders will document the good faith efforts and make those documents available upon request by the District.

I declare under penalty of perjury under the law of the State of California that the Federal funding requirement for this bid was met is true and correct.

Executed this _____ day of _____, 20____ at _____, California.

(Signature of Representative)

NOTE: This declaration does not have to be notarized.

END OF SECTION

IRAN CONTRACTING ACT VERIFICATION FORM

Public Contract Code sections 2202-2208

Prior to bidding on, submitting a proposal or executing a contract or renewal for a contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:

[Department of General Services Procurement Division Iran Contracting Act List](#)

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

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

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

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

**Contractor and Grantee Compliance with Economic Sanctions Imposed in
Response to Russia's Actions in Ukraine**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programsand-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

BIDDER COMPANY NAME _____

ACKNOWLEDGED BY: _____

SUMMARY OF WORK

SECTION 01010

PART 1: GENERAL

1-01 WORK COVERED BY CONTRACT DOCUMENTS:

- A. The "Work" of this Contract comprises the Gym Floor Reconstruction for Clovis West High School's West Gym for Clovis Unified School District. The work consists of existing wood flooring. Furnish and install new wood floor, finish the wood floor and repainting of game courts and logos and finish coat on the gym floor. Reference is made to the District's specifications which are included as a part of these Special Provisions. All work on this project shall be completed within thirty-five (35) calendar days from the date of issuance of the Notice to Proceed. Any construction which is not completed within said time will be subject to liquidated damages in the amount specified elsewhere in these specifications.
- B. The project will be constructed of one (1) set of drawings and with one (1) specifications book. The school will be fully operational while construction is taking place. The project shall be completed within 60 calendar days.

1-02 CONTRACTOR'S USE OF PREMISES:

- A. Contractor shall have complete and exclusive use of the area of the work for execution of the work.
- B. Assume full responsibility for the protection and safe keeping of Products under this Contract, stored on the site.
- C. Contractor to coordinate with the District as to locations of access ways to the site, staging areas for work, job trailer location, and Contractor supplied sanitary facility. Contractor will also inform the District in advance of work which generates excessive noise or dust.
- D. Keep area of work fenced off from pedestrian access.

1-03 SUBSTANTIAL COMPLETION:

- A. Upon substantial completion, as determined by the Engineer, the Contractor shall allow:
 - 1. Access for Owner's personnel.

2. Access for the public.

1-04 OCCUPANCY BY OWNER:

- A. Upon the completion of the project, the Owner will take occupancy.

1-05 RESTORATION OF AREAS:

- A. Areas adjacent to work that were effected shall be restored to preconstruction conditions.

1-06 MATCHING MATERIALS

- A. When not specifically shown or noted on the Drawings or specified, materials incorporated in areas and spaces being reconstructed shall match similar adjacent existing materials as approved by the Engineer.

1-07 ENGINEER

A. DEFINITION

The Engineer is the person or organization identified as such in the Agreement and is referred to throughout the contract documents as if singular in number and masculine in gender. The term Engineer means the Engineer or his authorized representative.

Nothing contained in the contract documents shall create any contractual relationship between the Engineer and the Contractor.

Engineer as appearing in these specifications means the Engineer whose signature appears on the cover sheet of these specifications as having prepared the plans and specifications.

B. ADMINISTRATION OF THE CONTRACT

The Engineer will provide general Administration of the Construction Contract, including the performance of the functions hereinafter described. The Owner will provide the day to day inspection and the specific contract administration.

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

The Engineer shall at all times have access to the Work wherever it is in

preparation and progress. The Contractor shall provide facilities for such access so the Engineer may perform his functions under the Contract Documents.

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

The Engineer will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Engineer will, within a reasonable time, render such Interpretations as he may deem necessary for the proper execution or progress of the work.

Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the work or the interpretation of the Contract Documents shall be referred initially to the Engineer for decision which he will render in writing within a reasonable time.

All interpretations and decisions of the Engineer shall be consistent with the intent of the Contract Documents. In his capacity as interpreter and judge, he will exercise his best efforts to insure faithful performance by both the Owner and the Contractor and will not show partiality to either.

The Engineer will have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion thereof, or to require special inspection or testing of the work as provided herein whether or not such work be then fabricated, installed or completed. However, neither the Engineer's authority to act under this paragraph nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the work.

The Engineer will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of his or their agents or employees or any other persons performing any of the work.

1-08 CONTRACTOR

A. REVIEW OF CONTRACT DOCUMENTS

The Contractor shall carefully study and compare the Agreement, Conditions of the Contract, Drawings, Specifications, Addenda and Modifications and shall at once report to the Engineer any error, inconsistency or omission he may discover; but the Contractor shall not be liable to the Owner or the Engineer for any damage resulting from any such errors, inconsistencies or omissions. The Contractor shall do no work without proper Drawings and Specifications or interpretations.

B. SUPERVISION AND CONSTRUCTION PROCEDURES

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

C. WARRANTY

The Contractor warrants to the Owner and the Engineer that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All work not so confirming to these standards may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

D. EXTRA WORK

Whenever the Contractor arranges to work at night, weekends, holidays, or at any time when work is not usually in progress, or to vary the period during which work is carried out each day, he shall give the Owner due notice so that inspection may be provided. Such work shall be done without extra compensation to the contractor, and such additional inspection costs shall be chargeable to the Contractor at the rate of \$95.00 per hour providing such work is not performed at the request of the Owner to meet earlier completion time than that established in the contract, or for a cause not under control of the Contractor.

E. RESPONSIBILITY FOR THOSE PERFORMING THE WORK

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

F. DRAWINGS AND SPECIFICATIONS AT THE SITE

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

The Engineer's approval of Shop Drawings or Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation, nor shall the Engineer's approval relieve the Contractor from the responsibility for errors or omissions in the Shop Drawings or Samples.

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

PART 2: PRODUCTS

Not Used

PART 3: EXECUTION

Not Used

END OF SECTION

CONTRACTOR'S USE OF THE PREMISES

SECTION 01015

PART 1: GENERAL

1-01 DESCRIPTION:

- A. Work included: This Section applies to situations in which the Contractor or his representatives including, but not necessarily limited to, suppliers, subcontractors, employees, and field engineers, enter upon Owner's property.
- B. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of the Specifications.

1-02 QUALITY ASSURANCE:

- A. Promptly upon award of the Contract, notify all pertinent personnel regarding requirements of this Section.
- B. Require that all personnel who enter upon the Owner's property certify their awareness of and familiarity with the requirements of this section.

1-03 SUBMITTALS:

- A. Maintain an accurate record of the names and identification of all persons entering upon the Owner's property in connection with the Work of this Contract, including times of entering and times of leaving, and submit a copy of the record to the Owner weekly.

1-04 TRANSPORTATION FACILITIES:

- A. Truck and equipment access:
 - 1. To avoid traffic conflict with vehicles of the residences, and to avoid over-loading of streets and driveways elsewhere on the Owner's property, limit the access of trucks and equipment to the route approved by the Owner as "Access Route".
 - 2. Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.
- B. Contractor's vehicle:

1. Require Contractor's vehicles, vehicles belonging to employees of the Contractor, and all other vehicles entering upon the Owner's property in performance of the Work of Contract, to use on the "Access Route".
2. Do not permit such vehicles to park on any street or other area of the Owner's property except in the area defined as "Contractor's Parking Area".

1-05 SECURITY:

- A. Restrict the access of all persons entering upon the Owner's property in connection with the Work to the Access Route and the actual site of the Work.

1-06 SEPARATE CONTRACTS

- A. Owner's right to award separate contracts

The Owner reserves the right to award other contracts in connection with other portions of Buchanan High School under these or similar Conditions of the Contract.

When separate contracts are awarded for different portions of the project, "the Contractor" in the contract documents in each case shall be the Contractor who signs each separate contract.

- B. Mutual Responsibility of Contractors

The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends, for proper execution or results, upon the work of any other separate contract, the Contractor shall inspect and promptly report to the Engineer any discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive his work, except as to defects which may develop in the other separate Contractor's work after the execution of the Contractor's work.

Should the Contractor cause damage to the work or property of any separate contractor on the Project, the Contractor shall, upon due notice, settle with such other contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such

proceedings at the Owner's expense and, if any judgment against the Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the owner for all attorney's fees and court costs which the Owner has incurred.

1-07 PROTECTION OF PERSONS AND PROPERTY

A. Safety of Persons and Property

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

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

B. Emergencies

1. In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Section 8 for changes in the work.

C. Access and Pedestrian Safety

The proposed work governed by this contract will occur concurrently with other site construction work projects. Safe pedestrian access through or around the work site to the campus shall be provided at all times. Adequate signing indicating safe walkway locations shall be provided at all times. During work and at the end of each workday the site shall be kept neat and secured. Equipment, construction materials, and debris shall be kept organized and in areas where District personnel and other contractors cannot interact with them.

Full compensation for the above shall be included in the lump sum amount bid for the entire project and no separate payment will be made therefore.

1-08 COOPERATION WITH CUSD AND OTHER CONTRACTORS

The Contractor shall cooperate with all Clovis Unified School District personnel

during their pursuit of work activities at the construction site. In addition, there maybe other contractors at the site working on related site improvements for the existing school sites. The Contractor shall cooperate with the other contractors to ensure that his activities do not delay or hinder the construction activities of others.

PART 2: PRODUCTS

Not Used

PART 3: EXECUTION

Not Used

END OF SECTION

CUTTING AND PATCHING

SECTION 01045

PART 1: GENERAL

1-01 DESCRIPTION:

- A. Contractor shall be responsible for all cutting, fitting, and patching, including attendant excavation and backfill, required to complete the work or to:
 - 1. Make its several parts fit together properly.
 - 2. Uncover portions of the 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.

1-02 SUBMITTALS:

- A. Submit a written request to Engineer well in advance of executing any cutting or alteration which affects:
 - 1. The work of the Owner or any separate contractor.
 - 2. The structural value or integrity of any element of the Project.
 - 3. The integrity of effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. The efficiency, operational life, maintenance or safety of operational elements.
 - 5. The visual qualities of sight-exposed elements.
- B. The Request Shall Include:

1. Identification of the Project.
 2. Description of the affected work.
 3. The necessity for cutting, alteration or excavation.
 4. The effect on the work of the Owner or any separate contractor, or on the structural or weatherproof integrity of the Project.
 5. Description of the proposed work:
 - a. The scope of cutting, patching, alteration, or excavation.
 - b. The trades who will execute the work.
 - c. Products proposed to be used.
 - d. The extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
 8. Written permission of any separate contractor whose work will be affected.
- C. Should conditions of the work or the schedule indicate a change of products from the original installation, Contractor shall submit a request for substitution as provided for in the Contract Documents.
- D. Submit a written notice to Engineer designating the date and the time the work will be uncovered.

PART 2: PRODUCTS

2-01 MATERIALS:

- A. Comply with specifications and standards for each specific product involved.

PART 3: EXECUTION

3-01 INSPECTION:

- A. Inspect existing conditions of the Project, including elements subject to damage or to movement during cutting and patching.

- B. After uncovering work, inspect the conditions affecting the installation of Products, or performance of the Work.
- C. Report unsatisfactory or questionable conditions the Engineer in writing; do not proceed with the work until the Engineer has provided further instructions.

3-02 PREPARATION:

- A. Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of work.
- B. Provide devices and methods to protect other portions of the project from damage.
- C. Provide protection from the elements for that portion of the project which may be exposed by cutting and patching work, and maintain excavations free from water.

3-03 PERFORMANCE:

- A. Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ the original Installer or Fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

- G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest inspection.
 - 2. For an assembly, refinish the entire unit.

3-04 PATCHING AND REPAIR:

- A. Each trade shall be responsible for repairing, correcting and/or replacing any item that is damaged as a result of their work.
- B. All patching and repair work shall be coordinated with the general contractor.

END OF SECTION

CHANGE ORDER PROCEDURE

SECTION 01153

PART 1: GENERAL

1-01 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 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, General Conditions, and Supplementary Conditions.
 - 2. Changes in the Work are described further in the General Conditions.

1-02 QUALITY ASSURANCE:

- A. 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.

1-03 SUBMITTALS:

- A. Make submittals directly to the Engineer at the address shown on the Project Directory in the Project manual.
- B. Submit the number of copies called for under the various items listed in this Section.

1-04 PRODUCT HANDLING:

- A. Maintain a "Register of Change Orders" at the job site, accurately reflecting current status of all pertinent data.
- B. Make the Register available to the Engineer for review at his request.

1-05 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 Engineer will issue a Request for Proposal or Construction Change Directive to the Contractor.
 - 1. RFP's or CCD's will be dated and will be numbered in sequence.
 - 2. The RFP/CCD will describe the contemplated change, and will carry one of the following instructions to the Contractor:
 - a. Make the described change in the Work at no change in the Contract Sum and no change in the Contract Time of Completion;
 - b. Make the described change in the Work, credit or cost for which will be determined in accordance with the General Conditions;
 - c. Promptly advise the Engineer as to credit or cost proposed for the described change.
- B. If the Contractor has been directed by the 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 Engineer as provided for under the General Conditions.
- C. If the Contractor has been directed by the Engineer to make the described change subject to later determination of cost or credit in accordance with the General Conditions, the Contractor shall:
 - 1. Take such measures as needed to make the change.
 - 2. Consult with the Engineer and reach agreement on the most appropriate method for determining credit or cost for the change.
- D. If the Contractor has been directed by the 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 and time;
 - 2. Secure the required information and forward it to the Engineer for review;

3. Meet the Engineer as required explaining costs and, when appropriate, determining 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 Engineer in writing when such avoidance no longer is practicable.

1-06 PROCESSING CHANGES INITIATED BY THE CONTRACTOR:

- A. Should the Contractor discover a discrepancy among the Contract Documents, a concealed condition as described in the General Conditions, 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 Engineer as required by pertinent provisions of the Contract Documents.
- B. Upon agreement by the Engineer that there is reasonable cause to consider the Contractor's proposed change, the Architect will issue a CCD or Change Order in accordance with the provisions described in Article 1.5 above.

1-07 PROCESSING RFP'S/CCD'S:

- A. Make written reply to the Engineer in response to each RFP/CCD.
 1. State proposed change in the Contract Sum, if any.
 2. State proposed change in the Contract Time of Completion, if any.
 3. Clearly describe other changes in the Work required by the proposed change, or described therewith, if any.
 4. Include full backup data such as subcontractor's letter of proposal or similar information.
 5. Submit this response in single copy.
- B. When cost or credit for the change has been agreed upon by the Owner and the Contractor, or the Owner has directed that cost or credit be determined in accordance with provisions of the General Conditions, the Engineer will issue a "Change Order" to the Contractor.

1-08 PROCESSING CHANGE ORDER:

- A. Change Orders will be dated and will be numbered in sequence.
- B. The Change Orders will describe the change or changes, will refer to the Bulletin of Bulletins involved, and will be signed by the Owner and the Engineer, and approved by DSA.
- C. The Engineer will issue four copies of each Change Order to the Contractor.
 - 1. The Contractor promptly shall sign all four copies and return three copies to the Engineer.
 - 2. The Engineer will retain one signed copy in his file, will forward one signed copy to the Owner, and one signed copy to the Inspector.
- D. Should the Contractor disagree with the stipulated change in Contract Sum or change in Contract Time of Completion, or both:
 - 1. The Contractor promptly shall return three copies of the Change Order, unsigned by him, to the Engineer with a letter signed by the Contractor and stating the reason or reasons for the Contractor's disagreement.
 - 2. The Contractor's disagreement with the Change Order shall not in any way relieve the Contractor of his responsibility to proceed with the change as ordered and to seek settlement of the dispute under pertinent provisions of the Contract Documents.

1-09 ALLOWABLE COMPENSATION

Allowable compensation for all overhead and profit related to the execution of Change Order Work:

- A. Subcontractors
 - 1. Change Order Work less than \$2,500 not including markup.
 - a) 10% for overhead including bond premium.
 - b) 10% for profit.
 - 2. Change Order Work that exceeds \$2,500 not including markup
 - a) 10% for overhead including bond premium.
 - b) 5% for profit.
- B. Contractor
 - 1. Change Order Work less than \$2,500 not including markup.

- a) 10% for overhead including bond premium for work performed by subcontractor or by contractor's employees.
 - b) 5% for profit for work performed by subcontractor and 5% for profit for work performed by Contractor's employees.
- 2. Change Order Work that exceeds \$2,500 not including markup.
 - a) 5% for overhead for work performed by subcontractor and 10% for overhead for work performed by Contractor's employees.
 - b) 5% for profit for work performed by subcontractor and 5% for profit for work performed by Contractor's employees.
- C. If unit prices are stated in Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities or work proposed will create a hardship on the Owner or the Contractor, the applicable unit prices shall be equitably adjusted to prevent such hardship.
- D. Should concealed conditions encountered in the performance of the work below the surface of the ground be a variance with the conditions indicated by the Contract Documents or, should unknown physical conditions below the surface of the ground if an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within a reasonable time after the first observance of the conditions.
- E. If the Contractor claims that additional cost or time is involved because of (1) any written interpretation (2) any order by the Engineer to stop the work where the Contractor was not at fault or (3) any written order for a minor change in the work issued, the Contractor shall make such claim for additional work.

1-10 CLAIMS FOR ADDITIONAL COST OR TIME

- A. If the Contractor wishes to make a claim for an increase in the Contract Sum or an extension in the Contract Time, he shall give the Engineer written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Subparagraph 1-11 A. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum or the Contract Time, it shall be determined by the Engineer. Any change in the Contract Sum or

Contract Time resulting from such claim shall be authorized by Change Order.

1-11 MINOR CHANGES IN THE WORK

- A. The Engineer shall have authority to order minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Owner and the Contractor. The Owner shall be notified in writing by the Engineer of such changes. Deviations from the approved plans and specifications will be the subject of formal change orders.

1-12 FIELD ORDERS

- A. The Engineer may issue written Field Orders which interpret the Contract Documents or which order minor changes in the Work, without change in the Contract Sum or Contract Time. The Contractor shall carry out such Field Orders promptly.

PART 2: PRODUCTS

Not used

PART 3: EXECUTION

Not used

END OF SECTION

PRECONSTRUCTION CONFERENCE

SECTION 01201

PART 1: GENERAL

1-01 DESCRIPTION:

- A. Work included: To help clarify construction contract administration procedures, the Engineer will conduct a Preconstruction Conference prior to start of the Work. Provide attendance by the designated personnel.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, and Supplementary Conditions, and Sections in Division 1 of these Specifications.

1-02 QUALITY ASSURANCE:

- A. For those persons designated by Contractor, his subcontractors, and suppliers to attend the Preconstruction Conference, provide required authority to commit the entities they represent to solutions agreed upon in the Conference.

1-03 SUBMITTALS:

- A. To the maximum extent practicable, advise the Engineer at least 24 hours in advance of the Conference as to items to be added to the agenda.
- B. The Engineer will compile minutes of the Conference, and will furnish three copies of the minutes to the Contractor and required copies to the Owner. The Contractor may make and distribute such other copies as he wishes.

1-04 PRECONSTRUCTION CONFERENCE:

- A. The Conference will be scheduled to be held within 25 working days after the Owner has issued the Notice to Proceed, but prior to actual start of the Work.
- B. Attendance:
 - 1. Provide attendance by authorized representatives of the Contractor and major subcontractors.

2. The Contractor will advise other interested parties, including the Owner, and request their attendance.
- C. Minimum agenda: Data will be distributed and discussed on:
1. Organizational arrangement of Contractor's forces and personnel, and those of subcontractors, materials suppliers, and the Engineer;
 2. Channels and procedures for communication;
 3. Construction schedule, including sequence of critical work;
 4. Contract Documents, including distribution of required copies of Drawings and revisions;
 5. Processing of Shop Drawings and other data submitted to the Engineer for review;
 6. Processing of field decisions and Change Orders;
 7. Rules and regulations governing performance of the Work; and
 8. Procedures for safety and first aid, security, quality control, housekeeping, and related matters.

PART 2: PRODUCTS

Not used

PART 3: EXECUTION

Not used

END OF SECTION

SUBMITTALS

SECTION 01300

PART 1: GENERAL

1-01 REFERENCE:

- A. Requirements in Addendums, Alternates, General Conditions, and Division 1 collectively apply to this work.

1-02 SHOP DRAWINGS:

- A. Submit newly prepared information, drawn to accurate scale. High light, encircle, or otherwise indicate deviations from Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis for Shop Drawings. Standard information prepared without specific reference to the project is not considered Shop Drawings.
- B. Shop Drawings shall include fabrication and installation drawings, setting diagrams, schedules, patterns, templates, floor plans, and similar drawings. Include the following information:
 - 1. Dimensions
 - 2. Identification of products and materials included
 - 3. Compliance with specified standards
 - 4. Notation of coordination requirements
 - 5. Notation of dimensions established by field measurement
- C. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheet at least 11" x 17" but no larger than 36" x 48".

1-03 PRODUCT DATA:

- A. Collect Product Data into a single submittal for each section of construction or system. Product Data includes printed information such as manufacturers' installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves. Where Product Data must be specifically prepared because standard printed data is not suitable for use, submit as 'Shop Drawings'.

- B. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following:
 - 1. Manufacturer's printed recommendations
 - 2. Compliance with recognized trade association standards
 - 3. Compliance with recognized testing agency standards
 - 4. Application of testing agency labels and seals
 - 5. Notation of dimensions verified by field measurement
 - 6. Notation of coordination requirements
- C. Manufacturer's standard schematic drawings and diagrams:
 - 1. Modify drawings and diagrams to delete information which is not applicable to the work.
 - 2. Supplement standard information to provide information specifically applicable to the work.
- D. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

1-04 SAMPLES:

- A. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Full range of color, texture, and pattern.

1-05 CONTRACTOR RESPONSIBILITIES:

- A. Review Shop Drawings, Product Data, and Samples prior to submission.
- B. Determine and verify:
 - 1. Field measurements
 - 2. Field construction criteria

3. Catalog numbers and similar data
4. Conformance with Specifications
- C. Notify the Engineer in writing, at the time of submission, of any deviations in the SUBMITTAL'S from requirements of the Contract Documents.
- D. Begin no fabrication or work which requires SUBMITTAL'S until return of SUBMITTAL'S with Engineer review stamp.

1-06 RESUBMISSION REQUIREMENTS:

- A. Make any corrections or changes in the SUBMITTAL'S required by the Engineer and resubmit until approved.
- B. Shop Drawings and Product Data:
 1. Revise initial drawings or data and resubmit as specified for the initial submittal.
 2. Indicate any changes which have been made other than those requested by the Engineer.
- C. Samples:
 1. Submit new samples as required for initial submittal.

1-07 RE-SUBMITTAL'S

- A. Make RE-SUBMITTAL'S under procedures specified for initial SUBMITTAL'S; identify changes made since previous submittal.

END OF SECTION

CONSTRUCTION SCHEDULE

SECTION 01310

PART 1: GENERAL

1-01 REFERENCE:

- A. Requirements in Addenda, Alternates, Conditions, and Division 1 collectively apply to this work.

1-02 GENERAL:

- A. Related Requirements Specified Elsewhere:
 - 1. Section 01201, Preconstruction Conference.
 - 2. Section 01300, Submittals.
- B. Provide projected construction schedules for entire work with sub-schedules of related activities as appropriate.

1-03 FORM OF SCHEDULES:

- A. Prepare schedules in form of horizontal bar chart:
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale: Identify first work day of each week.
 - 3. Allow space for notations and future revisions.
- B. Order: Chronological order of beginning of each item of work.
- C. Marking: Identify each item referenced by major Specifications Section number.

1-04 CONTENT OF SCHEDULES:

- A. Construction progress schedule:
 - 1. Provide complete sequence of construction by activity.
 - 2. Dates for beginning and completion of each element of construction.

3. Identify work for separate phases or other logically grouped activities.
4. Show projected percentage of completion for each item of work as of first day of each month.
5. Include signed and dated copies of schedule or letter from applicable subcontractors indicating their review and acceptance of schedule and ability to perform work in time stated.
6. Shop Drawings, Product Data and Samples:
 - a. Submittal dates.
 - b. Dated reviewed copies will be required.
7. Decision dates for:
 - a. Products specified by allowances.
 - b. Selection of finishes.

1-05 UPDATING:

- A. Show changes occurring since previous submission.
- B. Indicate progress of each activity with completion dates.
- C. Include
 1. Major changes in scope.
 2. Activities modified since previous updating.
 3. Revised projections due to changes.
 4. Other identifiable changes.
- D. When appropriate, provide narrative report, including:
 1. Discussion of problem areas, including current and anticipated delay factors and their impact.
 2. Corrective action taken or proposed and its effect.
 3. Description of revisions:

- a. Effect on schedule due to change of scope.
- b. Revisions in duration of activities.
- c. Other changes that may affect schedule.

1-06 SUBMISSIONS:

- A. Submit initial schedules at Preconstruction Conference.
 - 1. District will review schedules and return reviewed copy within 10 days after receipt.
 - 2. If required, resubmit within seven days after return of reviewed copy.
- B. Submit updated schedules along with each application for payment.
- C. Submit the number of copies required by Contractor, plus two copies to be retained by District or Architect.

1-07 DISTRIBUTION:

- A. Distribute copies of reviewed schedules to:
 - 1. Job-site file.
 - 2. Subcontractors.
 - 3. Other concerned parties.

END OF SECTION

SCHEDULE OF VALUES

SECTION 01370

PART 1: GENERAL

1-01 SUMMARY:

- A. Section Includes: Administrative and procedural requirements for Schedule of Values
 - 1. The Schedule of Values, accepted by the Engineer, shall be used only as the basis for the Contractor's Application for Payments.

1-02 SUBMITTALS:

(Review Time Period)

- A. Submit to the Engineer a Schedule of Values allocated to the various portions of the Work, within ten days after Notice to Proceed.

1-03 FORM AND CONTENT OF SCHEDULE OF VALUES:

- A. Type schedule on 8-1/2 in x 11 in white paper; Contractor's standard forms and automated printout will be considered for approval by Engineer upon Contractor's request. Identify schedule with:
 - 1. Title of Project and Location
 - 2. Engineer and Project number
 - 3. Name and Address of Contractor
 - 4. Contractor designation
 - 5. Date of submission
- B. Schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction.
- C. Follow the table of contents of this Project Manual as the format for listing component items.
 - 1. Identify each line with the number and title of the respective major section of the specifications.
- D. For the various portions of the Work:

1. Each item shall include a directly proportional amount of the contractor's overhead and profit.
2. For items on which progress payments will be requested for stored materials, breakdown the value into:
 - a. The cost of the materials, delivered and unloaded, with taxes included.
 - b. The total installed valued.
- E. The sum of all values listed in the schedule shall equal the total Contract Sum.

1-04 SUB-SCHEDULE OF UNIT MATERIAL VALUES

- A. Submit a sub-schedule of unit costs and quantities for:
 1. Products on which process payments will be requested for stored products.
- B. The form of submittal shall parallel that of the Schedule of Values, with each item identified the same as the line item in the Schedule of Values.
- C. The unit quantity for bulk material shall include an allowance for normal waste.
- D. The unit for the materials shall be broken down into:
 1. Cost of the material, delivered and unloaded at the site, with taxes paid.
 2. Installation cost, including Contractor's overhead and profit.
- E. The install unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

PART 2: PRODUCTS

Not Used

PART 3: EXECUTION

Not Used

END OF SECTION

QUALITY CONTROL SERVICES

SECTION 01400

PART 1: GENERAL

1-01 DESCRIPTION:

- A. This Section includes administrative and procedural requirements for quality-control services.
- B. Quality-control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by Engineer.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Documents requirements.
- D. Requirements for Contractor to provide quality-control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- E. Related requirements specified elsewhere:
 - 1. Inspections and testing required by laws, ordinances, rules, regulations or orders of public authorities: General Conditions.
 - 2. Certification of Products: Respective specification sections.
 - 3. Test, Adjust and Balance of Equipment: Respective specifications sections.
 - 4. Tests and Standards: Each specification section listed.
 - 5. Requirements for repair and restoration of construction disturbed by inspection and testing activities: Section 01045, Cutting and Patching.

1-02 SELECTION OF TESTING AGENCY:

- A. Owner will select and employ a consultant, testing laboratory or inspection agency to perform specified services.

- B. Testing agency must have approval of Division of State Architect (D.S.A.).
- C. Employment of Testing Laboratory shall in no way relieve Contractor of his obligation to perform work in accord with Contract.

1-03 PAYMENT:

- A. Owner will pay for Quality Control Services.
- B. Cost of Quality Control Services occurring outside of 100-mile radius of Project Site will be reimbursed to the Owner by deductive change order.

1-04 DEFICIENCIES:

- A. Cost of test or inspections due to the following will be reimbursed to the Owner by deductive change order.
 - 1. Retesting because of failure of initial samples.
 - 2. Additional costs due to overtime work or extra shifts work because of improper scheduling of work or of delivery of materials by Contractor.
 - 3. Failure to properly notify laboratory.
 - 4. Change in source, lots or suppliers of materials after original test.
 - 5. Changes in methods or materials of construction requested by Contractor that require testing, inspection, or other related services in excess of that required by original design.
 - 6. Concrete mix designs in excess of first successful design for each concrete type.
 - 7. Overtime or extra shift work requiring overtime work by Owner's Inspector.

1-05 TESTS AND INSPECTION:

- A. Selection of the materials required to be tested shall be by the laboratory or the Owner's representative and not the Contractor.
- B. The Contractor shall notify the Owner's representative a sufficient time in advance of the manufacture of material to be supplied by him under the Contract Documents, which must by terms of the Contract be tested, in

order that the Owner may arrange for the testing of same at the source of supply.

- C. Any material shipped by the Contractor from the source of supply prior to having satisfactory passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required shall not be incorporated in the job.

1-06 TESTING AGENCY SERVICES:

- A. Cooperation with Engineer and Contractor; provide qualified personnel promptly on notice.
- B. Perform specified inspections, sampling and testing of materials and methods of construction:
 - 1. Comply with specified standards; ASTM, other recognized authorities, and as specified.
 - 2. As certain compliance with requirements of Contract Documents.
 - 3. Comply with requirements of Title 24, Part 1, Section 4-333, and 4-335.
- C. Promptly notify Engineer and Contractor, or irregularities or deficiencies of work, which are observed during performance of services.
- D. Attend pre-construction conference and progress meetings when requested by Engineer or Owner.
- E. Submittals: Promptly submit copies of reports of inspections and tests, mill analysis, concrete mix design, and certifications per applicable sections of the specifications.
 - 1. Comply with requirements of Division of State Architects (D.S.A.) Structural Test and Inspection List included at the end of this section.
 - 2. One copy of all test reports shall be forwarded to the D.S.A. by the testing agency. Such reports shall include all tests made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. Records of special sampling operations as required shall also be reported. The reports shall show that the material or materials were sampled and tested in accordance with the requirements of Title 24 and with the approved specifications.

Test reports shall show the specified design strength. They shall also state definitely whether or not the material or materials tested comply with requirements.

3. Verification of Test Reports: Each testing agency shall submit to the D.S.A. a verified report in duplicate covering all of the test which are required to be made by that agency during the progress of the project. Such reports shall be furnished each time that work on the project is suspended, covering the tests up to that time, and at the completion of the project, covering all tests. Comply with Title 24, Part 1, Section 4-335(e) and 4-336.
 4. Submit one copy of all test reports to:
 - a. Owner.
 - b. Engineer.
 - c. Structural Engineer.
 - d. Contractor.
 - e. Inspector
 - f. Division of State Architect (D.S.A.).
 - g. Submit verification of test reports to D.S.A. per Title 24, Part 1, Section 4-335 and 4-336.
- F. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making the inspections or test.
 6. Designation of the Work and test method.
 7. Identification of product and Specification Section.

8. Complete inspection or test data.
 9. Test results and an interpretation of test results.
 10. Ambient conditions at the time of sample taking and testing.
 11. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting.
- G. Testing Agency is not authorized to:
1. Release, revoke, alter, or enlarge requirements of Contract Documents or approve or accept any portion of the work.
 2. Perform any duties of the Contractor.
- H. All tests and inspection required by D.S.A. shall be conducted in strict accordance with requirements of Title 24.

1-07 INSPECTION BY THE OWNER:

- A. The Owner and his representative shall at all times have access for the purpose of inspection to all parts of the work and to the shops wherein the work is in preparation, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.
- B. The Owner shall have the right to reject materials and workmanship, which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge the expenses to the Contractor.
- C. Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective in any respect due to fault of the Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor

and material necessarily involved in the examination and replacement shall be allowed by the Contractor.

1-08 WORK BY OWNER'S INSPECTOR:

- A. Concrete slump tests.
- B. Concrete cylinder samples.
- C. Continuous inspection of masonry work.
- D. Mortar and grout prism.

1-09 CONTRACTOR'S RESPONSIBILITY:

- A. Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested.
- B. Provide to agency, selected preliminary representative samples of materials of be tested, in required quantities or assist the agency in taking samples.
- C. Furnish casual labor and facilities.
 - 1. To provide access to the Work.
 - 2. To obtain and handle samples at the site.
 - 3. To facilitate Inspections and tests.
 - 4. For agency's exclusive for storage and curing of test samples.
 - 5. To provide security and protection of samples and test equipment at the Project Site.
- D. Notify agency sufficiently in advance or operations to permit assignment of personnel and scheduling of tests.
- E. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
 - 1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

1-10 MISCELLANEOUS TESTS AND INSPECTIONS:

- A. Soil and Compaction Testing and Inspection: Performed by soils engineer employed and paid by Owner.
- B. Special Tests: Special tests requested by Owner, Engineer or D.S.A. will be paid for by Owner, except that if such test fails, the costs shall be deducted from the Contract Price by Change Order.

PART 2: PRODUCTS

Not Used

PART 3: EXECUTION

3-01 REPAIR AND PROTECTION:

- A. General: Upon completion of inspection, testing, sample taking, and similar services, repair damaged construction and restore substances and finishes. Comply with requirements of Section 'Cutting and Patching'.
- B. Protect construction exposed by or for quality control services activities, and protect repaired construction.
- C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

3-02 SCHEDULE OF TESTS, INSPECTIONS, AND METHODS:

- A. Excavations, Foundations, and Retaining Walls (when applicable):
 - 1. Earth Fill Compaction.
- B. Inspection:
 - 1. Excavation and fills.
- C. Concrete (Chapter 19A):
 - 1. Materials:
 - a. Portland Cement Tests: 1903A.2 and 1929A.1.
 - b. Concrete Aggregate: 1903A.3.
 - c. Reinforcing Bars: 1903A.5 and 1929A.2.

- d. Batch Plant Inspection and Tests: 1929A.4.
- 2. Concrete Quality:
 - a. Proportions of Concrete: 1905A.1, .2, .3, .4, and .5.
 - b. Strength Tests of Concrete: 1905A.6.
 - c. Splitting Tensile Tests: 1905A.1.
- 3. Concrete Inspection:
 - a. Job Site Inspection: 1929A.7.
 - b. Batch Plant or Weigh master Inspection: 1929A.4.
 - c. Reinforcing Bar Welding Inspections: 1929A.12.

NOTE: Chapters and Articles refer to UBC 1998 and Title 24, Part2, 2001.

END OF SECTION

TEMPORARY FACILITIES AND CONTROLS

SECTION 01500

PART 1: GENERAL

1-01 SUMMARY:

- A. This Section includes the following:
 - 1. Provide all material, labor, equipment, and services necessary to completely install all materials, accessories, and other related items necessary to complete the Project as indicated by the Contract Documents.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Drawings and general provisions of the Contract, including GENERAL and SPECIAL (or SUPPLEMENTARY) CONDITIONS, and Division 1 Specification Sections, and the following apply to this Section.

1-02 QUALITY ASSURANCE:

- A. Regulatory Requirements:
 - 1. In accordance with Division 1 Section REGULATORY REQUIREMENTS, and the following:
 - a. CARB Materials and equipment used for this Project shall comply with the current applicable regulations of the California Air Resources Board [CARB] and the Environmental Protection Agency [EPA]. Regulatory changes may affect the formulation, availability, or use of the specified coatings.

1-03 PROJECT CONDITIONS OR SITE CONDITIONS:

- A. Environment Requirements:
 - 1. Dust Control: Perform work in a manner as to minimize the spread of dust and flying particles. Thoroughly moisten all surfaces as required to prevent dust from being a nuisance to the public, neighbors, and concurrent performance of other on-site work for own work.

- a. The Construction Manager shall prepare a Dust Prevention and Control Plan and obtain review and approval of the Air Pollution Control District (APCD) and the Architect in the area where the Project is located prior to beginning Construction. The Contractor shall abide by and implement the plan as it relates to its own work.
- b. The Plan shall specify the methods of control that will be utilized, demonstrate the availability of needed equipment and personnel, and identify a responsible individual who, if needed, can authorize implementation of additional measures. Construction will comply with all applicable elements of the APCD's Regulations. The Dust Prevention and Control Plan shall include the following:
 - 1.) Prior to construction:
 - a. All material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust.
 - b. All clearing, grading, earth moving, or excavation shall cease during periods of high winds when dust control measures are unable to avoid visible dust plumes.
 - c. All material transported off site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.
 - d. The area disturbed by clearing, earth moving, or excavation activities shall be minimized at all times.
 - 2.) During construction all portions shall be sufficiently watered to prevent excessive amounts of dust. Such wetting shall only be to the extent required to keep the soil particles in a moist condition and not to the extent that erosion of surface soils occurs.
 - 3.) To control general fugitive dust:
 - a. On-site vehicle speed shall be limited to 15MPH.

- b. All areas with vehicle traffic shall be watered periodically for stabilization of dust emissions.
 - c. During rough grading and construction, streets adjacent to the project site shall be cleaned as required to remove silt which may have accumulated from construction activities.
 - 2. Burning: No burning will be allowed on-site.
 - 3. Noise Control:
 - a. Stationary noise sources shall be of low-noise emission design, consistent with the best available noise reduction technology.
 - b. The hours of operation of noise-generating equipment shall be restricted to 6:00 a.m. to 7:00 p.m. Monday through Friday, and to 8:00 a.m. to 6:00 p.m. on Saturday and Sunday.
 - c. Mufflers shall be required on all gas and diesel-powered equipment.
- B. Existing Conditions:
 - 1. Examine site and compare it with the drawings and specifications. Thoroughly investigate and verify conditions under which work is to be performed. No allowance will be made for extra work resulting from negligence or failure to be acquainted with all available information concerning conditions necessary to estimate the difficulty or cost of the work.
 - 2. Conduct work so as not to interfere unnecessarily with adjacent roads, streets drives, and walks.
 - 3. Cultural Resources:
 - a. The Contractor is advised of the possibility that cultural resources may be discovered during project activities.
 - b. If any cultural or paleontological materials are uncovered during project activities, work in the area or any area reasonably suspected to overlie adjacent remains shall be stopped and the Engineer advised of the discovery. The Engineer will notify the appropriate agency and the work

shall remain stopped until professional cultural resources evaluation and/or data recovery excavation can be planned and implemented. Appropriate measures to protect remains from accident, looting, and vandalism shall be implemented immediately on discovery.

- c. If human remains are discovered, the work in the area or any area reasonably suspected to overlie adjacent remains shall be stopped and the County Coroner and the Engineer shall be notified immediately. Appropriate measures to protect remains from accidents, looting, and vandalism shall be implemented immediately on discovery. The work shall remain stopped until professional cultural resources evaluation and/or recovery excavation can be planned and implemented.

4. Site Access:

- a. The grading and preparation of the Contractors Storage and Staging area shall be performed in accordance with the requirements of the Storm Water Pollution Prevention Plan (SWPPP), if any. If no SWPPP is required, then allow site access in accordance with local governmental requirements. Site access (and their requirements) shall be maintained for the duration of the work or this Project.

5. Traffic Control:

- a. Conduct Work so as not to interfere unnecessarily with adjacent roads, streets, drives, and walks and as required by local authorities. Provide and maintain access facilities as required to perform Work. Repair all damage as a result of Work performed on Project to adjacent roads, streets, drives, and walks. Restore to condition as good as existing at commencement of the Work.
- b. The Contractor shall prepare a Traffic Control Plan and obtain review and approval of the Plan by the local City Engineer or County Engineer, as appropriate, and the Engineer prior to beginning Construction.

- 1. The Plan shall include information on construction timing and phasing, and the proposed methods of alleviating potential hazardous and/or inconvenient conditions. Such methods can include, but are not limited to, the use of flagman, barricades, signs,

warning lights, detours, phased lane closure, coordination with adjacent property owners, and coordination with law enforcement, fire protection, and other emergency service agencies.

PART 2: PRODUCTS

2-01 EQUIPMENT:

A. General:

1. The following list of facilities and services (as described in Part 1) shall be provided and maintained throughout the construction period by the Contractor or unless specifically noted otherwise. The Contractor shall assume all responsibility for the provision and maintenance of these facilities and services and for the provision of public safety where the operations under this contract interface with public areas.

PART 3: EXECUTION

3-01 EXAMINATION:

A. Site verification of conditions:

1. Report unacceptable conditions to the Engineer. Do not begin work until unacceptable conditions have been corrected.
2. Execution of work under this specification section shall constitute acceptance of existing conditions.

3-02 PREPARATION:

A. Surface preparations:

1. The Contractor shall protect certain trees as indicated on the drawings and remove other trees, stumps, grass, debris, concrete and asphaltic concrete walks, and paving to the extent indicated on the drawings; and any other obstruction on the site before proceeding with the Work.
2. Unless otherwise indicated, all such items shall be disposed of by the Contractor away from the premises.
3. Prior to starting Work, the Contractor shall notify the Engineer of his intent to commence work. Hose bibs, utility lines, etc., to be

abandoned within the construction area shall be removed by the Contractor and stubbed off outside the limits of construction.

4. Refer to drawings showing utilities to remain within the construction area and special construction indicated for their protection.
 - a. If, during excavation of site, utility lines are uncovered (water, electric, sewer, etc.) not shown on the drawings, Work must stop in that area and Engineer notified promptly for his review and action.

3-03 CONSTRUCTION:

A. General:

1. Perform Work and provide and maintain services and facilities in accordance with the requirements of all regulatory agencies having jurisdiction.
2. Remove services, facilities, and temporary connections upon completion of the Project.
3. Services to be provided and maintained from commencement of Work until final acceptance.

B. Use of Property:

1. Contractors shall cooperate with other contractors and the Owner in the use of the site facilities and shall adjust their operations to maintain harmonious relations and uninterrupted progress of the Work.

3-04 FIELD QUALITY CONTROL:

A. Site Grades, Lines, and Levels:

1. Locations and elevations of the structure to be built under this contract are shown on the drawings, and unless any inconsistency therein is brought to the attention of the Engineer, in writing, prior to commencement of structural operations, the Contractor will be held responsible for the proper locations and elevations as intended.
2. Elevations shown for various parts of the Work refer to an established bench mark elevation.

- a. The Contractor shall lay out the work and establish necessary markers, bench marks, batter boards and stakes, and shall be responsible for the accuracy of the same.

3-05 CLEANING:

- A. The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by it's employees or work, and at the completion of the Work shall remove all rubbish from and about the building and all tools, scaffolding and surplus materials and shall leave the Work "broom clean" or its equivalent.

3-06 PROTECTION:

- A. Install and maintain shelter as may be necessary to protect completed Work and existing structures from damage and disfigurement by the elements and other natural causes.
- B. Any portion of Work damaged or disfigured prior to final acceptance shall be properly, neatly, and satisfactorily reconstructed or repaired and the Project left without defects at final acceptance.

END OF SECTION

MATERIALS AND EQUIPMENT

SECTION 01600

PART 1: GENERAL

1-01 DESCRIPTION:

- A. Materials and equipment incorporated into the work:
 - 1. Conform to applicable specifications and standards.
 - 2. Comply with size, make, type and quality specified, or as specifically approved in writing by the Engineer.
 - 3. Manufactured and Fabricated Products:
 - a. Design, fabricate, and assemble in accord with the best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
 - c. Two or more items of the same kind shall be identical, by the same manufacturer.
 - d. Products shall be suitable for service conditions.
 - e. Equipment capacities, sizes, and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
 - 4. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1-02 MANUFACTURER'S INSTRUCTIONS:

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including two copies to Engineer.
 - 1. Maintain one set of complete instructions at the job site during installation and until completion.

- B. Handle, install, connect, clean, conditions and adjust products in strict accord with such instructions and in conformity with specified requirements.
 - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.
 - 2. Do not proceed with work without clear instructions.
- C. Perform work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Document.

1-03 TRANSPORTATION AND HANDLING:

- A. Arrange deliveries of product in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.
 - 1. Deliver products in undamaged condition, in manufacturer's original container or packaging, with identifying labels intact and legible.
 - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

1-04 STORAGE AND PROTECTION:

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weather tight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- B. Exterior Storage:
 - 1. Store fabricated products above the ground, on blocking or skids, to prevent soiling or staining. Cover products which are subject to deterioration with impervious sheet coverings, provide adequate ventilation to avoid condensation.

2. Store loose granular materials in a well-drained area on solid surface to prevent mixing with foreign matter.
- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.
- D. Protection After Installation:
 1. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove when no longer needed.

1-05 SUBSTITUTIONS AND PRODUCT OPTIONS:

- A. Product List:
 1. Within 30 days after Contract Date, or such other interval as specified in the technical specification sections, submit to Engineer a complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.
- B. Contractor's Options:
 1. For products specified only by reference standard, select any product meeting that standard.
 2. For products specified by naming several products or manufacturers, select any one of the products or manufacturers names, which complies with the specifications.
 3. For products specified by naming one or more products or manufacturers and "or equivalent", Contractor must submit a request as for substitutions for any product to manufacturer not specifically named.
- C. Substitutions:
 1. For a period of 35 days after Contract Date, Engineer will consider written requests from Contractor for substitutions of products.
 2. Submit a separate request for each product, supported with complete data, with drawings and samples as appropriate, including:

- a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service and source of replacement materials.
 3. Engineer shall be the judge of the acceptability of the proposed substitution.
- D. Contractor's Representation:
1. A request for a substitution constitutes a representation that Contractor:
 - a. Has investigated the proposed product and determined that it is equal to superior in all respects to that specified.
 - b. Will provide the same warranties or bonds for the product specified.
 - c. Will coordinate the installation of an accepted substitution into the work, and make such other changes as may be required to make the work complete in all respects.
 - d. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.
- E. Engineer will review requests for substitutions with reasonable promptness, and notify Contractor, in writing, of the decision to accept or reject the requested substitution.

PART 2: PRODUCTS

Not Used

PART 3: EXECUTION

Not Used

END OF SECTION

SUBSTITUTIONS

SECTION 01630

PART 1: GENERAL

1-01 REQUIREMENTS INCLUDED:

- A. Procedures are described for requesting substitution of unlisted materials in lieu of materials named in specifications or acceptable for use as defined in addenda.

1-02 PRODUCTS LIST:

- A. Within 15 days after award of contract, submit to Architect or designated District representative a complete list of major products which are proposed for installation with name of manufacturer, trade name and model.
- B. Tabulate products by specification number and title.

1-03 CONTRACTOR'S OPTIONS:

- A. For products specified only by reference standard, select product meeting referenced standard.
- B. For products specified by naming one or more products or manufacturers, select products of any named manufacturer meeting specifications.
- C. For product or manufacturer, which is not specifically named, submit a request for substitution.
- D. Where terms "or equivalent" or similar references are made, submit request for substitutions for product or manufacturer not specifically named in specifications.

1-04 SUBSTITUTIONS:

- A. Within a period of 30 days after award of Contract, District will consider formal requests for substitutions only from Contractor:
 - 1. After initial period, requests will be considered only when a product becomes unavailable due to no fault of Contractor.

2. Failure to propose the substitution of any article within 30 days after the signing of the contract will be deemed sufficient cause for the denial of request for substitution.
 - B. Submit separate request for each product and support each request with:
 1. Product identification with manufacturer's literature and samples where applicable.
 2. Name and address of similar projects on which product has been used and date of installation.
 - C. Where required, itemize comparison of proposed substitution with product specified and list significant variations.
 - D. Submit data relating to changes in construction schedule.
 - E. Note effect of substitution on other work, products or separate contracts:
 1. Note if acceptance of substitution could require revision of drawings, details or specifications.
 - F. Include accurate cost data comparing proposed substitution with product and amount of net change in contract price.
 1. Include costs to other contractors and costs for revisions to drawings, details or specifications.
 - G. Substitutions will not be considered for acceptance when:
 1. They are indicated or implied on submittals without a formal request from Contractor.
 2. They are requested directly by a subcontractor or supplier.
 3. Acceptance will require substantial revision of Contract Documents.
 - H. Substitute products shall not be ordered without written acceptance of Architect and approved by the Central Unified School District.
 - I. District or Architect will determine acceptability of proposed substitutions and reserves right to reject proposals due to insufficient information.
- 1-05 CONTRACTOR'S REPRESENTATION:**
- A. Requests constitute a representation that Contractor:

1. Has investigated proposed product and determined it meets or exceeds, in all respects, specified product.
2. Will provide same warranty for substitution as for specified product.
3. Will coordinate installation and make other changes, which may be required for work to be complete in all respects.
4. Waives claims for additional costs, which subsequently become apparent.
5. Will pay costs of changes to drawings, details or specifications required by accepted substitutions.

1-06 ARCHITECT'S DUTIES:

- A. Review Contractor's requests for substitutions with reasonable promptness.
 1. Upon request, Architect will provide fee for changes to drawings, details or specifications required for substitution.
- B. Notify Contractor in writing of decision to accept or reject requested substitution.

PART 2: PRODUCTS

(Not Used)

PART 3: EXECUTION

(Not Used)

END OF SECTION

PRODUCT HANDLING

SECTION 01640

PART 1: GENERAL

1-01 DESCRIPTION:

- A. Work included: Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Additional procedures also may be prescribed in other Sections of these Specifications.

1-02 QUALITY ASSURANCE:

- A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

1-03 MANUFACTURER'S RECOMMENDATIONS:

- A. Except as otherwise approved by the Engineer, determine and comply with manufacturer's recommendations on product handling, storage, and protection.

1-04 PACKAGING:

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material the specified requirements, at no additional cost to the Owner.
- B. The Engineer may reject as non-complying such material and products that do not bear identification satisfactory to the Engineer as to manufacturer's grade, quality, and other pertinent information.

1-05 PROTECTION:

- A. Protect finished surfaces, including jambs and soffits of openings used as passageways, through which equipment and material are handled.
- B. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.
- C. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.

1-06 REPAIRS:

- A. In the event of damage, promptly make replacements and repairs to the approval of the Engineer and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Engineer to justify an extension in the Contract Time of Completion.

PART 2: PRODUCTS

Not Used

PART 3: EXECUTION

Not Used

END OF SECTION

CONTRACT CLOSEOUT

SECTION 01700

PART 1: GENERAL

1-01 DESCRIPTION:

- A. Work included: Provided an orderly and efficient transfer of the completed Work to the Owner.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Activities relative to Contract closeout are described in, but not necessarily limited to, Section 10.7.1 of the General Conditions.
 - 3. "Substantial Completion" is defined in Section 9.1.3 of the General Conditions.

1-02 QUALITY ASSURANCE:

- A. Prior to requesting inspection by the Engineer, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

1-03 PROCEDURES:

- A. Substantial Completion:
 - 1. Prepare and submit the list required by Section 10.7.1 of the General Conditions.
 - 2. Within a reasonable time after receipt of the list, the Engineer will inspect to determine status of completion.
 - 3. Should the Engineer determine that the Work is not substantially complete:
 - a. The Engineer promptly will so notify the Contractor, in writing, giving the reasons therefore.

- b. The Contractor will remedy the deficiencies and notify the Engineer when ready for re-inspection.
 - c. The Engineer will re-inspect the Work.
 - 4. When the Engineer concurs that the Work is substantially complete:
 - a. The Engineer will prepare a "Certificate of Substantial Completion", accompanied by the Contractor's list of items to be completed or corrected, as verified by the Engineer.
 - b. The Engineer will submit the Certificate to the Owner and to the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.
- B. Final Completion:
 - 1. Prepare and submit the Final Certificate for Payment per Section 9.9.1 of the General Conditions.
 - 2. Verify that the Work is complete including, but not necessarily limited to, the items mentioned in Section 9.9.1. of the General Conditions.
 - 3. Certify that:
 - a. Contract Documents have been reviewed;
 - b. Work has been inspected for compliance with the Contract Documents;
 - c. Work has been completed in accordance with the Contract Documents;
 - d. Equipment and systems have been tested as required, and are operational;
 - e. Work is completed and ready for final inspection.
 - 4. The Engineer will make an inspection to verify status of completion.
 - 5. Should the Engineer determine that the Work is incomplete or defective:

- a. The Engineer promptly will so notify the Contractor, in writing, listing the incomplete of defective work.
 - b. Remedy the deficiencies promptly, and notify the Engineer when ready for re-inspection.
6. When the Architect determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.
- C. Closeout submittals include, but are not limited to:
 1. Project Record Documents described in Section 01720;
 2. Operation and maintenance data for items so listed in pertinent other Sections of these Specifications, and for other items when so directed by the Engineer;
 3. Warranties and bonds;
 4. Keys and keying schedule;
 5. Spare parts and materials extra stock including one (1) quart of each paint color used.
 6. Certificates of Insurance for products and completed operations;
 7. Evidence of payment and release of liens.
- D. Final adjustment of accounts:
 1. Submit a final statement of accounting to the Engineer, showing all adjustments to the Contract Sum.
 2. If so required, the Engineer will prepare a final Change Order showing adjustments to the Contract Sum which were not made previously by Change Orders.

1-04 INSTRUCTION:

- A. Instruct the Owner's personnel in proper operation and maintenance of systems, equipment, and similar items which were provided as part of the Work.

PART 2: PRODUCTS

Not Used

PART 3: EXECUTION

Not Used

END OF SECTION

CLEANING

SECTION 01710

PART 1: GENERAL

1-01 DESCRIPTION:

- A. Execute cleaning, during progress of the Work, and at completion of the Work, as required by General Conditions.

1-02 DISPOSAL REQUIREMENTS:

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2: PRODUCTS

2-01 MATERIALS:

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3: EXECUTION

3-01 DURING CONSTRUCTION:

- A. Execute periodic cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide on-site containers for the collection of waste materials, debris and rubbish.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site. Burning of waste at the site will not be permitted.
- D. Protect all exposed concrete slabs, as possible from machinery and construction oils, grease, and fluids which may stain.

- E. Provide thorough cleaning after each day of work of construction areas of interior spaces to allow for continuous inhabitation of living unit during construction.

3-02 DUST CONTROL:

- A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3-03 FINAL CLEANING:

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Wash and shine glazing and mirrors.
- D. Polish glossy surfaces to a clear shine.
- E. Ventilating systems:
 - 1. Clean permanent filters and replace disposable filters if units were operated during construction.
 - 2. Clean ducts, blowers and coils if units were operated without filters during construction.
- F. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- G. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all work areas, to verify that the entire work is clean.

3-04 PATCH AND REPAIR:

- A. Each trade shall be responsible for repairing, correcting and/or replacing any item damaged as a result of their work.

- B. All patching and repair work shall be coordinate with the general contractor.

END OF SECTION

Special Provisions

1. Lead-Based Paint Survey
2. Wood Floor Specifications

WOOD FLOOR

PART 1: GENERAL

1.01 DESCRIPTION

A. Related Sections: Cast-in-Place Concrete

1. The general contractor shall provide a level slab, steel troweled to a tolerance of 1/8" (3mm) in a 10'0" (3m) radius and subject to the approval of the wood floor contractor. High spots shall be ground down and low spots shall be filled with an approved leveling compound by the general contractor to the tolerance specified above.

2. MFMA does not acknowledge the use of FF/FL numbers to measure levelness/flatness tolerances in gymnasium concrete slabs.

3. Concrete shall not use river gravel or pea gravel and have an average of 3500 psi. compressive strength after 28 days. Concrete must be cured for 60 days before installation can begin.

4. The concrete slab shall be depressed: 3" (64mm) for 25/32" (20mm) flooring.

B. Related Sections: Membrane Waterproofing 1. Concrete slabs on or below grade shall be adequately waterproofed beneath the slab and at the perimeter walls and on earth side of below grade walls by general contractor using suitable type membrane.

C. Related Sections: Thresholds **D. Related Sections: Game Standard Inserts**

1.02 REFERENCES

A. MFMA – Maple Flooring Manufactures Association

B. MFMA PUR – MFMA Performance Uniformity Rating

C. DIN 18032-2 - Performance Standard

D. ASTM F2772 - Athletic Performance of Indoor Sport Systems

E. EN 14904 – European Committee of Standardization for Indoor Sports Surfaces

F. FIBA – International Basketball Federation

G. FSC – Forest Stewardship Council

H. Floor Score – Certified product by CDPH 01350

1.03 QUALITY ASSURANCE

A. Manufacturer Qualifications

1. Basis of design shall be Action Pro Air as provided by Action Floor Systems, LLC. All system component parts must be supplied by Action Floor Systems, LLC.

2. Manufacturer shall be a MFMA Mill Member in good standing, an established firm experienced in the field, and have been in business a minimum of ten (10) years, Action Floor Systems, LLC or an approved equal.

3. Floor system manufacturer shall be solvent with no bankruptcy proceedings the previous seven (7) years.

4. Carbon Evaluation must be inclusive and based on all corporate facilities, offices, and mills.

5. Floor system manufacturer and flooring shall be independently verified by the guidelines of the ISO 14064-1:2006 World Resource Institutes Greenhouse Gas Protocol, Scope 1, 2 and 3.

6. Floor system manufacturer and flooring shall be independently verified by the guidelines of the ISO 14040:2006 and ISO 14044:2006 Life Cycle Assessment (LCA), confirming a negative carbon footprint.

7. Floor system manufacturer and flooring shall be registered in the Collaborative for High Performance Schools (CHPS) Product Database.

8. Flooring system shall be independently verified to meet or exceed the SCORES criteria for environmental design and athletic performance: Sustainable Construction of Renewable Engineered Surfaces.

9. Floor system manufacturer must provide a Life Cycle Assessment and an Environmental Product Declaration (EPD) in accordance with the Product Category Rule Version 2.2014.

10. Floor system manufacturer must be Floor Score Certified in accordance with CDPH 01350.

B. Floor Contractor/Installer requirements

1. The flooring contractor must be approved by Action Floor Systems, LLC.

1-04 SUBMITTALS

A. Manufacturer's product data: Submit Pro Air specification sheets.

B. Samples: Submit one (1) sample of Pro Air, if requested by architect.

C. Maintenance literature: Submit one (1) copy of manufactures maintenance instructions.

1.05 WORKING CONDITIONS

A. The wood flooring shall not be installed until all masonry, plastering, tile, marble, and terrazzo work is completed, and overhead mechanical trades and painters have finished in wood floor area. The building must be reasonably dry; all openings must be closed in; permanent heating and air conditioning installed and operating.

B. The concrete subfloor shall be determined dry by industry standard testing procedures, free of foreign materials and turned over to the Flooring Contract or broom clean. Moderate room temperature of 65 degrees (18 C) or more shall be maintained a week preceding and throughout the duration of the work. Humidity conditions within the building shall approximate the humidity conditions that will prevail when the building is occupied.

C. Permanent heat, light and ventilation shall be installed and operating during and after installation, maintaining a range of temperature and humidity compatible with the expected low and high moisture content of the flooring. The wood moisture content range is determined by the flooring contractor based on the facility's mechanical controls and geographical location.

D. Flooring must be stored in a dry, well-ventilated area, not in contact with masonry, to acclimate to building conditions and shall be installed at moisture content compatible with the normally expected environmental range of temperature and relative humidity achieved while the facility is occupied.

E. Industry standards recommend maintaining indoor relative humidity between 35 percent and 50 percent, and air temperatures between 55 degrees and 75 degrees year-round. By limiting wide swings in atmospheric conditions inside the facility, the expansion and contraction of the flooring system will be limited as the flooring is manufactured at a moisture content most compatible with this range. A 15 percent fluctuation in indoor relative humidity will not adversely affect the maple. Excessive shrinkage and/or expansion may occur with indoor relative humidity variations that exceed 15 percent. The geographical region and HVAC determine the typical range of temperature and humidity for each facility. In buildings where air conditioning is not available, the use of circulating or venting fans will help facilitate excessive shrinkage or expansion.

F. General Contractor shall lock floor area after floor is finished to allow proper cure time. If general contractor or owner requires use of gym after proper cure time, they shall protect the floor by covering with non-marring craft paper or red rosin paper with taped joints until acceptance by owner of complete gymnasium floor.

1.06 WARRANTY

A. Action Floor Systems, LLC. warrants the material it ships to be free from defects in materials and workmanship for a period of one year and the flooring installer warrants the installation of the flooring to be free of defects in materials and workmanship for a period of one year. The exclusive remedy under this warranty shall be replacement of defective material supplied by Action Floor Systems, LLC. or correction of defective installation by the flooring installer.

All implied warranties of merchantability or fitness for intended use are limited to the period of this warranty. This warranty excludes consequential damages.

B. This warranty does not cover damage caused by fire, winds, floods, chemicals, or other abuse, or by failure of other contractors to adhere to specifications, or neglect of reasonable precaution to provide adequate ventilation during hot and humid weather. This warranty also excludes damage due to excessive dryness or excessive moisture from humidity, spillage, migration through the slab or wall or any other source. This warranty also excludes damage to floors due to ordinary wear and tear, faulty construction of the building, (other than the flooring installation), separation of the concrete slab underlying the floor, settlement of the walls, or use of water on the floor.

C. During the warranty period, the floor cannot be coated without the permission of the floor contractor.

PART 2: PRODUCTS AND MATERIALS

2.01 MATERIALS

A. Flooring

1. Flooring shall be Northern Hard Maple standard strip flooring, 25/32" x 2-1/4" (20mm x 57mm), TGEM, MFMA grade marked & stamped as manufactured by Action Floor Systems, LLC. 2. Grade: Standard Grade (MFMA 2nd&Btr),

B. Subfloor

1. Vapor barrier shall be 6-mil polyethylene.

2. Action Pro Air laminated sleepers 7/8" x 3-7/8" x 8', (23mm x 99mm x 2.4m) and Air Tech natural rubber pads 5/8" (16mm) attached 12" (300mm) on-center as supplied by Action Floor Systems, LLC.

3. Panels shall be 23/32" x 4' x 8' (12mm x 1.2M x 2.4m) exposure 1, rated sheathing, minimum APA span rating of 32/16. Premium HPS sheathing as supplied by Action Floor Systems, LLC. or plywood as approved.

C. Fasteners 1. Subfloor fasteners shall be 1.5" (25mm) coated staples. 2. Flooring fasteners shall be 2" (50mm) cleats, or 15-gauge coated staples.

D. Wall Base 1. Wall base shall be 3" x 4" (76mm x 102mm) black vented cove base as supplied by Action Floor Systems, LLC.

PART 3: EXECUTION

3.01 INSPECTION

A. Inspect concrete slab for proper tolerance and dryness reporting any discrepancies in writing to the general contractor.

B. All work to put the concrete slab in acceptable condition shall be the responsibility of the general contractor.

C. Slab shall be broom cleaned by the general contractor.

3.02 INSTALLATION

A. Cover concrete slab with polyethylene lapping edges 6" (150mm) and seal with adhesive or 2" (50mm) duct tape.

B. Place the Action Pro Air laminated sleepers end-to-end in a brick pattern at right angles to the intended direction of the finished flooring, end joints staggered a minimum of 24" (600mm). The sleepers shall be spaced 16" (400mm) on-center. Allow 1 1/2" (50mm) voids at perimeter and vertical obstructions.

C. Place the sheathing in a brick pattern over sleepers with the long dimension of the sheet at a 90-degree angle to the direction of finish flooring, 1/4" (6mm) spacing on all edges and breaking joints 4' (1.2m). No sheathing joint shall fall on a sleeper joint. Attach with 1 1/2" (25mm) fasteners minimum of 12" (300mm) on-center on each sleeper. Allow 1 1/2" (50mm) expansion void at perimeter and all vertical obstructions.

D. Machine nail strip flooring through subfloor at each sleeper crossing. Provide adequate expansion at regular intervals across the floor during installation as dictated by the average humidity conditions of the area according to the recommendations of the local Action Floor Systems, LLC. flooring contractor. Provide 2" (50mm) expansion voids at perimeters and all vertical obstructions.

E. Install solid blocking at doorways, bleacher stack areas or under portable goals as needed.

3.03 FLOOR SANDING

A. Use coarse, medium, and fine grade sandpaper.

B. After sanding, buff entire floor using 100-grit screen or equal grit sandpaper, with a heavy-duty buffing machine.

C. Vacuum or tack floor before first coat of finish.

D. Floor shall present a smooth surface without drum stop marks, gouges, streaks, or shiners.

3.04 FINISHING

A. Inspect entire area of floor to ensure that the surface is acceptable for finishing, completely free from sanding dust and perfectly clean.

B. Apply seal and finish per manufacturer's instructions.

C. Buff and vacuum or tack between each coat after it dries.

D. Apply game lines accurately after the seal coat, after buffing and vacuuming. Lay out in accordance with drawings. For game lines, use current rules of association having jurisdiction. Lines shall be straight with sharp edges in colors selected by the architect. Game line paint shall be compatible with finish.

3.05 BASE INSTALLATION

A. Affix rubber base to wall with recommended adhesive or screws. Miter all corners carefully. Use pre-molded outside corners. Install aluminum thresholds as required, anchoring firmly in concrete floor beyond limits of wood flooring.

3.06 CLEAN UP

A. Clean up all unused materials and debris and remove from premises, properly dispose of all waste materials.

3.07 MAINTENANCE

A. Upon completion of floor installation, the owners, attendants, or individuals in charge and responsible for the upkeep of the building are to see that the care and maintenance instructions of the MFMA are followed. Failure to do so may void warranty.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT, dated the _____ day of _____, 2023, in the County of Fresno, State of California, is by and between Clovis Unified School District (hereinafter referred to as "DISTRICT"), and _____ (hereinafter referred to as "CONTRACTOR").

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

1. The complete contract includes all of the Project documents described in the General Conditions. The Project documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services as described in the complete contract and required for construction of

BID # 2941

Clovis West High School West Gym Floor Reconstruction

All of said work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the plans, drawings, specifications and all provisions of the complete contract as hereinabove defined. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the Project documents, the sum of _____ Dollars and __ cents (\$_____)

4. The work shall be commenced on or before the fifth (5th) day after receiving the DISTRICT's Notice to Proceed and shall be completed within **60** calendar days. **WORK TO BEGIN MONDAY, JUNE 12, 2023**

5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum One

Thousand Dollars (\$1000.00) for each calendar day of delay until work is completed and accepted. This amount shall be deducted from any payments due to or to become due to CONTRACTOR. CONTRACTOR and CONTRACTOR'S surety shall be liable for the amount thereof. Time extensions may be granted by the DISTRICT as provided in the General Conditions.

6. In the event CONTRACTOR for a period of ten (10) calendar days after receipt of written demand from DISTRICT to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, or to prosecute said work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said ten (10) calendar days, fails to continue to do so, then the DISTRICT may exclude the CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the DISTRICT to another contractor, or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the DISTRICT, shall be a charge against the CONTRACTOR, and may be deducted from any money due or to become due to CONTRACTOR from the DISTRICT, or the CONTRACTOR shall pay the DISTRICT the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the DISTRICT.

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

(a) Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR upon or in connection with the work called for in this Project, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

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

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

8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this contract, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

Public Liability Insurance for injuries including accidental death, to any one person or any one accident, in an amount not less than \$2,000,000.00;

Property Damage Insurance in an amount not less than \$2,000,000.00;

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

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

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retentions directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments in securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the contract, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300. CONTRACTOR shall pay to each subcontractor, not later than 20 days after receipt of such payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure performance of the CONTRACTOR.

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

11. The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District.

12. The complete contract as set forth in Paragraph 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District.

13. CONTRACTOR shall comply with those provisions of the Labor Code requiring payment of prevailing wages, keeping of certified payroll records, overtime pay, employment of apprentices, and workers' compensation coverage, as further set forth in the General Conditions, and shall file the required workers' compensation certificate before commencing work.

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

DISTRICT

CONTRACTOR

By: _____
Signature

By: _____
Signature* (see next p.)

Michael Johnston
Associate Superintendent Admin Services

Title

(Second signature required only for
corporation)

By: _____
Signature** (see next p.)

Print Name

Title

(CORPORATE SEAL OF CONTRACTOR, if
corporation)

Contractor's License No.

Tax ID/Social Security No.

*If CONTRACTOR is a corporation, the first signature must be by one of the following officers of the corporation: Chairman of the Board, President, or any Vice President.

**If CONTRACTOR is a corporation, the second signature must be by a different person from the first signature and must be by one of the following officers of the corporation: Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

00700
**GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

GENERAL CONDITIONS FOR GENERAL CONTRACTOR

ARTICLE 1. DEFINITIONS

The following terms have the following meanings, notwithstanding that any such terms may be elsewhere defined in the Contract Documents. Any terms not expressly defined in this Article but defined in other portions of the Contract Documents have the respective meanings so given.

- (a) **Action of the Governing Board** is a vote of a majority of the membership in a lawful meeting.
- (b) **Addenda** are the changes in plans specifications, drawings, and Contract Documents which have been authorized in writing by the DISTRICT or ARCHITECT, and which alter, explain, or clarify the Contract Documents prior to the bid deadline. The Plan Review Agency responsible for plan review and approval will also review and approve the Addenda.
- (c) **Approval** means written authorization by ARCHITECT or DISTRICT, as appropriate, for specific applications. Approvals required by the Plan Review Agency shall mean written authorization by that agency.
- (d) **ARCHITECT** – The individual, or the assigned representative, who was retained by DISTRICT to prepare the bid documents: i.e., the construction plans and specifications. As used in these General Conditions, ARCHITECT may be a licensed Architect, Mechanical Engineer, Electrical Engineer, Civil Engineer, or any other design professional licensed in the State of California to provide design services.
- (e) **As shown, as indicated, and as detailed** refer to drawings accompanying the specification.
- (f) **As Directed, Accepted, Rejected, Approved** or others of similar meaning which authorize any exercise of judgment shall be distinctly understood to mean that such power to direct, accept, reject, and approve shall be vested only in DISTRICT and/or the ARCHITECT.
- (g) **Building** – Includes all structures, drives, and walks, steps, approaches and site.
- (h) **Called For** – As called for, shown, noted, and/or indicated in the specifications and/or drawings. (SEE ARTICLE 20, Drawings & Specifications)
- (i) **Contract** – All of the Contract Documents.
- (j) **Contract Documents** – Includes, collectively, to the extent applicable to the Project: Notice Calling for Bids/Notice to Contractors, Instructions to Bidders, Bid Form, Bid Bond or other statutory bid security, Request for Proposal, Request for Qualifications, Prime Bidder Good Faith Effort Worksheet, Prime Bidder Certificate, Pre-Construction Services Agreement, Roof Project Certification, Designation of Subcontractors, Workers' Compensation Certificate, Drug-Free Workplace Certification, Iran Contracting Act Certification, Change Orders, Shop Drawing Transmittals, any information required of CONTRACTOR, any pre-qualification forms submitted, Sufficient Funds Declaration, Non-collusion Declaration, Faithful Performance Bond, Payment Bond, Insurance Certificates, Additional Insured Endorsements, Declarations Pages, Guarantees, Warranties, Fingerprinting Notice and Acknowledgement, Independent Student Contact Form, DVBE documentation, any Escrow Agreement, CONTRACTOR's Certificate Regarding Non-Asbestos Containing Materials, General Conditions, any Special Conditions, Plans, Drawings, Specifications, the Lease- Leaseback or Owner-Contractor Agreement (between DISTRICT and CONTRACTOR) and all

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

modifications, addenda and amendments thereto, Site Lease, Sublease, and Lease and Sublease Agreement.

- (k) **Contract Sum** – The total amount payable by the DISTRICT to the CONTRACTOR as stated in the Agreement, including authorized adjustments, for performance of the Work. Can also be referred to as the Contract Cost.
- (l) **Contract Time** – The duration of the Project as defined in the Agreement.
- (m) **CONTRACTOR** or **DISTRICT** are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if they are of singular number and neutral gender.
- (n) **Days** – Days shall be considered calendar days.
- (o) **Deferred Approvals** – Deferred Approvals are items identified in the drawings and/or specifications that require the CONTRACTOR to prepare drawings and/or calculations and other data for submission to the Plan Review Agency for formal review and approval into the Contract Documents. For Deferred Approvals requiring a structural engineer's stamp and calculations, a structural engineer licensed in the State of California shall be utilized in the submittal process. The CONTRACTOR shall pay all costs associated with the preparation and approval of the deferred approvals.
- (p) **Delay Days** – Delay Days shall be considered working days. Assuming a 5-day workweek, delay days shall be converted into calendar days by a factor of 1.4. Hence 10 Delay Days = 14 Calendar Days. Delay Days will be evaluated and identified as one of the three categories listed below. Excusable delays will create adjustments in the Contract Time. Compensable delays will create adjustments in both the Contract Sum and Contract Time. In the event of Concurrent Delays, no delay damages are recoverable by either the DISTRICT or the CONTRACTOR, and no extension of time shall be granted for Concurrent Delays. Concurrent Delays shall be evaluated using schedule updates, daily reports, notices, and any other records of delaying events. In the event of a delay, the CONTRACTOR shall provide a "Notice of Delay" within 24 hours of the *delaying* event, and submit a schedule depicting the delay with all substantiating documentation within **seven (7) days** of the *delaying* event.

<u>Excusable & Compensable</u>	<u>Excusable & Non-Compensable</u>	<u>Inexcusable</u>
Delays caused by the DISTRICT, the ARCHITECT, or the DISTRICT'S forces or separate contractors	1. Unusually severe weather 2. Strikes or labor shortages 3. Acts of God 4. Fires, war, Acts of government & pestilence	Delays caused by the CONTRACTOR, Subcontractor(s), materialmen, or suppliers, including concurrent delays.

- (q) **DISTRICT or Owner** – As indicated in the Bid Form, Notice to Contractors and the AGREEMENT.
- (r) **Equipment and/or Furnishing Modifiers:**

F.B.O. – Where the indication "F.B.O." is noted on the drawings or listed in the specifications, such item(s) are shown or listed for information and will be "Furnished by OWNER or OTHERS" and installed by CONTRACTOR. The CONTRACTOR shall verify all dimensions and details necessary for the proper installation.

00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT

N.I.C. – Where the indication "N.I.C." is noted on the drawings or listed in the specifications, such item(s) is/are shown or listed for the purpose of general information and is/are "Not in Contract." Installation and connection to services for such work are not in the contract; however coordination is required by CONTRACTOR for utility service locations and/or connection types.

I.C. – "IN CONTRACT": All item(s) shown or listed in the drawings and specifications are in the Contract and are part of the Work. The naming of any item(s) shall mean to provide the item(s), that is furnishing (including all incidental and accessory items thereto) and installing (including all labor necessary to achieve full and complete functioning of the item(s) according to the best practices of the trades involved).

When and if the indication "I.C." is noted on the drawings or listed in the specifications, such a designation is listed only for clarity, in order to set the item(s) apart from the "F.B.O." and "N.I.C." item(s).

- (s) **Locality** in which the Work is performed means the city and/or county in which the public work is done.
- (t) **Materials** – Materials incorporated in the project or used or consumed in the performance of the Work.
- (u) **Plan Review Agency** is the agency responsible for the review and approval of the Plans, Specifications, Addenda, Substitution Requests (if appropriate), Change Orders, and the alike.
- (v) **Project** is the planned undertaking as provided for in the Contract Documents, possibly including construction by separate contractors.
- (w) **Provide** shall include "provide complete in place," that is, "furnish and install."
- (x) **Safety Orders** are those issued by the Division of Industrial Safety and OSHA safety and health standards for construction.
- (y) **Shop Drawings and Submittals** - They are generally treated throughout the Contract Documents as if they are one and the same.
- (z) **Similar** – Shall be taken in its general sense and not meaning identical, and all details of such work shall be in proper relation to the location and connection of other parts of the Work.
- (aa) **Standards, Rules, and Regulations** referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.
- (bb) **Subcontractor**, as used herein, includes those having a direct contractual relationship with CONTRACTOR and one who furnishes material worked to a special design according to plans, drawings, and specifications of this Work, but does not include one who merely furnishes material not so worked.
- (cc) **Surety** is the person, firm, or corporation that executes as surety the CONTRACTOR's Bid Security, faithful performance bond and/or payment bond.
- (dd) **Work** of the CONTRACTOR or Subcontractor includes labor or materials (including, without limitation, equipment and appliances) or both, incorporated in, or to be incorporated in the construction covered by the Contract, including, but not limited to, punch list items. The Work shall constitute a "work of improvement" under Civil Code section 8050 and Public Contract Code section 7107.

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

- (ee) **Workers** include laborers, workers, and mechanics.
- (ff) **CONSTRUCTION ADMINISTRATION DOCUMENTS: Terms, uses and protocols.**
Notwithstanding any other provisions in the General Conditions, the following terms and definitions shall be used by all Architects, Engineers and Contractors and shall conform to "Kahua" terms. Architects, Engineers and Contractors shall utilize the Kahua software program to enter and process all Administration documents, including but not limited to those listed below, payment-related documents and other documents referenced throughout. The Kahua software, log-in credentials and training for the Kahua software program will be provided by the District upon request.
- (1) **RFI** – The term "RFI" shall mean Request for Information. An RFI is a written instrument prepared by the CONTRACTOR and submitted to the ARCHITECT. An RFI shall be considered a tool for requesting additional information, above and beyond that which is available in the Contract Documents and all reference standards, and fulfilling the Contract coordination requirements for which CONTRACTOR is obligated to perform. The RFI shall not be used for requesting design and/or material substitutions.

Prior to issuing an RFI the CONTRACTOR, Subcontractor, material suppliers and the like shall thoroughly review the Contract Documents and refer to all reference standards for the information sought.

When submitting an RFI, the document shall specify the date issued and the date the information is needed by. However the contractual response time shall be **fourteen (14) days** from the date the ARCHITECT receives the RFI, unless more time is needed under the circumstances. The CONTRACTOR shall plan its work and submit questions in sufficient time to accommodate the response time. If the Contract requires a CPM schedule, the CONTRACTOR shall include in the RFI the CPM Activity Number and the originating Subcontractor.

The CONTRACTOR shall make efforts to coordinate the Work in a timely fashion, so as to alleviate priority RFI's. If the RFI is considered a priority, the CONTRACTOR shall state the word "Priority" on the document, and the CONTRACTOR shall provide weekly RFI Priority Schedules. The CONTRACTOR shall issue and maintain weekly RFI Priority Schedules.

The RFI Priority Schedule shall include a listing of pending requests, including the most current request, and rank the RFI's in order of priority. The ARCHITECT shall endeavor to respect the CONTRACTOR's requested order of priorities and requested response dates.

The ARCHITECT and/or Engineer's response to the RFI shall be considered a Supplemental Instruction (SI) in which the Contract Sum and/or Time is not altered. If the RFI response alters the Contract Sum and/or Time, a Construction Change Directive (CCD) or a Request for Proposal (RFP) may be issued for the changed condition(s).

Should the CONTRACTOR determine the response to the RFI creates changes in the Contract Sum and/or Time, the CONTRACTOR shall submit a change order request (COR) to the ARCHITECT for review, along with a Time Extension Request (if required)

- (2) **SI** – The term "SI" shall mean Supplemental Instruction. The SI is a written instrument prepared by the ARCHITECT and submitted to the CONTRACTOR. The SI can order changes in the Work that does not affect the Contract Sum and/or Time. Supplemental Instructions can also be made in a RFI response by issuing a formal SI document or by written letter from the ARCHITECT'S office.
- (3) **RFP** – The term "RFP" shall mean Request for Proposal. The RFP is a written instrument prepared by the ARCHITECT and submitted to the CONTRACTOR. The RFP is a request for

00700

**GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

changes in the Contract Sum and/or Time, for potential changed Contract conditions, for which the Contract Sum and/or Time may or may not be affected. As appropriate, the CONTRACTOR shall provide the full and complete terms of the request in a Change Order Request (COR)

within **ten (10) days** of receipt of the RFP. If the RFP results in added time the CONTRACTOR shall provide a Time Extension Request within the same **ten (10) days**. If the DISTRICT accepts the full terms of the RFP, the RFP shall be incorporated into a Construction Change Directive (CCD) and/or a Change Order (CO), and the approved Time Extension, if any, shall become incorporated into the next monthly schedule update to reflect the time impact(s).

- (4) **CCD** – The term "CCD" shall mean Construction Change Directive. The CCD is a written instrument prepared by the ARCHITECT and submitted to the CONTRACTOR. The CCD is a written order directing a change in the Work and stating the required pricing method, if any, in the Contract Sum, and the Contract Time adjusted to reflect a previously approved Time Extension Request, if any.

The CCD, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions, or other revisions within. The CCD shall become effective when the ARCHITECT, CONTRACTOR, AND OWNER have signed the CCD.

- (5) **COR** – The term "COR" shall mean Change Order Request. The COR is a written instrument prepared by the CONTRACTOR and submitted to the ARCHITECT. The COR is the CONTRACTOR's method for requesting the full and complete terms for changes in the Contract Sum and/or Time, if any. All of the terms of the COR need to be identified, and without reservations, so that the DISTRICT and/or ARCHITECT can consider the full impact of the COR. The provisions and format of the request are identified under Article entitled **CHANGES AND EXTRA WORK**. ARCHITECT shall endeavor to respond to the COR on or within **fourteen (14) days** of receipt.

- (6) **CO** – The term "CO" shall mean Change Order. The Change Order shall state the change in Work and the Contract Sum and/or Time adjustments, if any. RFP's and/or CCD's may be incorporated into a Change Order, after any adjustments in the Contract Sum and/or Time have been reviewed and accepted by the DISTRICT and ARCHITECT. The Change Order, and items contained therein, cannot be incorporated into the progress payments until the Change Order has been fully executed and accepted the Governing Board. Upon the Governing Board's approval, the ARCHITECT will issue the fully executed Change Order to the Plan Review Agency responsible for plan review and approval for written approval of the Change Order.

ARTICLE 2. STATUS OF CONTRACTOR

- (a) CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and CONTRACTOR or any of CONTRACTOR's agents, employees, or Subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees and Subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents and employees and Subcontractors shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. DISTRICT shall be permitted to monitor the activities of the CONTRACTOR to determine compliance with the terms of the Contract Documents.
- (b) CONTRACTOR (including all subcontractors) is required by law to be licensed and regulated by the Contractors' State License Board. Any CONTRACTOR not so licensed is subject to penalties under the law, and the contract will be considered void pursuant to Section 7028.7 of

00700

**GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

the Business and Professions Code. Any questions concerning a CONTRACTOR may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827.

ARTICLE 3. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

- (a) Before CONTRACTOR makes any change in the name or legal nature of the CONTRACTOR's entity, CONTRACTOR shall first notify the DISTRICT in writing and cooperate with DISTRICT in making such changes as the DISTRICT may request in the Contract Documents regarding possible change in Ownership, Principals, or Officers.

ARTICLE 4. CONTRACTOR'S SUPERVISION, PROSECUTION, AND PROGRESS

- (a) During progress of the Work, CONTRACTOR shall keep on the Work site a competent superintendent satisfactory to DISTRICT, who shall remain on the Work site during the performance of the CONTRACTOR's Work and for the necessary coordination thereof. Before commencing the Work herein, CONTRACTOR shall give written notice to DISTRICT and ARCHITECT of the name, qualifications and experience of such superintendent. If the superintendent is found unsatisfactory by DISTRICT, CONTRACTOR shall replace the superintendent with one acceptable to the DISTRICT. Superintendent shall not be changed or removed from the project except with written consent of DISTRICT, unless a superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ, in which case, CONTRACTOR shall notify DISTRICT and ARCHITECT in writing and replace said superintendent with one acceptable to the DISTRICT. Superintendent shall represent CONTRACTOR and all directions given to superintendent shall be as binding as if given to CONTRACTOR.
- (b) CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall carefully study and compare all plans, drawings, specifications, and other instructions and shall at once report to ARCHITECT any error, inconsistency, or omission which CONTRACTOR or its employees may discover. The CONTRACTOR represents itself to DISTRICT as a skilled, knowledgeable, and experienced CONTRACTOR. The CONTRACTOR shall be liable to the DISTRICT for damage resulting from errors, inconsistencies, or omissions in the Contract Documents that the CONTRACTOR knew about or that an experienced CONTRACTOR would have recognized and which CONTRACTOR did not report.
- (c) The CONTRACTOR shall verify all indicated dimensions before ordering materials or equipment, or before performing work. The CONTRACTOR shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the CONTRACTOR with the Contract Documents before commencing work. Errors, inconsistencies, or omissions discovered shall be reported to the DISTRICT and ARCHITECT at once. Upon commencement of any item of work, the CONTRACTOR shall be responsible for dimensions related to such item of work and shall make any corrections necessary to make work properly fit at no additional cost to DISTRICT. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to Subcontractors or agents.
- (d) Omissions from the plans, drawings or specifications, or the mis-description of customary and usual details of work which are manifestly necessary to carry out the work, or which are customarily performed, shall not relieve the CONTRACTOR from performing such omitted or mis-described work, but they shall be performed as if fully and correctly set forth and described in the plans, drawings and specifications.

00700

**GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

- (e) The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR shall be responsible for the construction schedule and overall sequence of construction. The CONTRACTOR shall insure that the finished Work complies with the Contract Documents.
- (f) Pursuant to Public Contract Code section 6109, no CONTRACTOR may perform work on a public works project with a subcontractor who is ineligible to perform work on the project pursuant to sections 1777.1 or 1777.7 of the Labor Code.
- (g) DISTRICT shall have the right, but not the obligation, to require the removal from the Work of any superintendent, staff member, agent, or employee of the CONTRACTOR, any subcontractor, material or equipment supplier, etc., for cause.
- (h) CONTRACTOR shall attend DISTRICT's Project meetings as scheduled by the Contract Documents, or as otherwise instructed by Owner, to discuss the current status of the Project and the future progress of the Work. Contractor shall have five (5) days after receipt of Owner's Project meeting minutes to provide written objections and suggested corrections.

ARTICLE 5. SUBCONTRACTORS

- (a) CONTRACTOR agrees to bind every Subcontractor by terms of the Contract Documents as far as such terms are applicable to Subcontractor's work. If CONTRACTOR subcontracts any part of the Work, CONTRACTOR shall be as fully responsible to DISTRICT for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, as it is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in Contract Documents shall create any contractual relation between any Subcontractor and DISTRICT, nor shall the Contract Documents be construed to be for the benefit of any Subcontractor.
- (b) DISTRICT's consent to any Subcontractor shall not in any way relieve CONTRACTOR of any obligations under the Contract Documents and no such consent shall be deemed to waive any provision of the Contract Documents.
- (c) CONTRACTOR must submit with its bid, a Designation of Subcontractors pursuant to the Subletting and Subcontracting Fair Practices Act. If CONTRACTOR specifies more than one Subcontractor for the same portion of Work or fails to specify a Subcontractor, and such portion of the Work exceeds one-half of one percent of the total bid, CONTRACTOR agrees that it is fully qualified to perform and shall perform such work itself, unless CONTRACTOR provides for substitution or addition of Subcontractors. Substitution or addition of Subcontractors shall be permitted only as authorized under the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100, et. seq.
- (d) In accordance with California Business and Professions Code Section 7059, if CONTRACTOR is designated as a "specialty CONTRACTOR" (as defined in Section 7058 of the Public Contract Code), all of the work to be performed outside of the CONTRACTOR's license specialty shall be performed by a licensed Subcontractor in compliance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100, et seq.
- (e) A copy of each bid sheet, if in writing, or, if not in writing, then a written statement signed by the CONTRACTOR giving the name of the Subcontractor and the terms and conditions of such subcontract, shall be filed with the DISTRICT before the CONTRACTOR begins Work. Each subcontract shall contain a reference to the Agreement between the DISTRICT and the CONTRACTOR and the terms of that Agreement and all parts of the Contract Documents shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

subcontract will provide for termination in accordance with the Article entitled DISTRICT'S RIGHT TO TERMINATE AGREEMENT of these General Conditions. Each subcontract shall provide for its annulment by the CONTRACTOR at the order of the ARCHITECT if in the ARCHITECT's opinion the Subcontractor fails to comply with the requirements of the Contract Documents insofar as the same may be applicable to this Work. Nothing herein contained shall relieve the CONTRACTOR of any liability or obligation hereunder.

- (f) The CONTRACTOR agrees that the State and DISTRICT have the right to review, obtain, and copy all records pertaining to performance of the contract. The CONTRACTOR agrees to provide the State or the DISTRICT with any relevant information requested and shall permit the State or the DISTRICT access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. The CONTRACTOR agrees to maintain such records for a period of three years after final payment under the contract.
- (g) Each subcontract agreement for a portion of the Work is assigned by the CONTRACTOR to the DISTRICT provided that:
 - A. Assignment is effective only after termination of the Contract Documents with the CONTRACTOR by the DISTRICT for cause and only for those subcontract agreements which the DISTRICT accepts by notifying the Subcontractor in writing; and
 - B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract Documents.

ARTICLE 6. PROHIBITED INTERESTS

- (a) No official of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, may be or become directly or indirectly interested financially in this Project or in any part thereof. No officer, employee, ARCHITECT, attorney, engineer or inspector of or for DISTRICT who is authorized in such capacity and on behalf of DISTRICT to exercise any executive, supervisory or other similar functions in connection with construction of Project may be or become directly or indirectly interested financially in this Project or in any part thereof. CONTRACTOR shall receive no compensation and shall repay DISTRICT for any compensation received by CONTRACTOR hereunder, should CONTRACTOR aid, abet or knowingly participate in violation of this Article.

ARTICLE 7. DISTRICT'S INSPECTOR

- (a) One or more Inspector(s), including special inspectors, as required, will be employed by DISTRICT in accordance with the requirements of Title 24, Part 1 of the California Code of Regulations and will be assigned to the Project. Duties of an Inspector are specifically defined in Section 4-342 of Title 24, 2007 California Administrative Code.
- (b) No work shall be performed by the CONTRACTOR solely upon the instructions or comments by the Inspector. The Inspector has no authority to interpret the Contract Documents or order extra work and any extra work performed without the written instruction of the DISTRICT shall be at CONTRACTOR's sole cost and expense and there will be no delay damages incurred by DISTRICT for such work.
- (c) No work shall be carried on except with the knowledge and under the inspection of the Inspector(s). The Inspector shall have free and adequate access to any or all parts of Work at any time. CONTRACTOR shall furnish Inspector reasonable opportunities and equipment

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

necessary for obtaining such information as may be necessary to keep Inspector fully informed respecting progress and manner of work and character of materials. Inspection of Work shall not relieve CONTRACTOR from any obligation to fulfill the Contract Documents. The DISTRICT shall have authority to stop work whenever provisions of Contract Documents are not being complied with and such noncompliance is discovered. CONTRACTOR shall instruct its employees accordingly.

ARTICLE 8. ARCHITECT'S STATUS

(a) The ARCHITECT

- (1) The ARCHITECT shall be one of the DISTRICT's representatives during construction and shall observe the progress and quality of the Work on behalf of the DISTRICT. ARCHITECT shall have the authority to act on behalf of DISTRICT only to the extent expressly provided in the Contract Documents. ARCHITECT shall have authority to stop Work whenever such stoppage may be necessary in ARCHITECT's reasonable opinion to insure the proper execution of the Contract Documents.
- (2) The ARCHITECT shall be, in the first instance, the judge of the performance of the Work. ARCHITECT shall exercise authority under the Contract Documents to enforce CONTRACTOR's faithful performance.
- (3) The ARCHITECT shall have all authority and responsibility established by law, including Title 24 of the California Code of Regulations. The ARCHITECT has the authority to enforce compliance with the Contract Documents and the CONTRACTOR shall promptly comply with instructions from the ARCHITECT or an authorized representative of the ARCHITECT.
- (4) On all questions related to the quantities, the acceptability of material, equipment or workmanship, the execution, progress or sequence of Work, the interpretation of plans, specifications or drawings, and the acceptable performance of the CONTRACTOR, the decision of the ARCHITECT shall govern and shall be precedent to any payment unless otherwise ordered by the Governing Board. The progress and completion of the Work shall not be impaired or delayed by virtue of any question or dispute arising out of or related to the foregoing matters and the instructions of the ARCHITECT relating thereto.
- (5) General supervision and direction of the Work by the ARCHITECT shall in no way imply that the ARCHITECT or its representatives are in any way responsible for the safety of the CONTRACTOR or its employees or that the ARCHITECT or its representatives will maintain supervision over the CONTRACTOR's construction methods or personnel other than to ensure that the quality of the finished Work is in accordance with the Contract Documents.

ARTICLE 9. NOTICE OF TAXABLE POSSESSORY INTEREST

- (a)** The terms of the Agreement may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to the Agreement, the private party may be subjected to the payment of property taxes levied on such interest.

ARTICLE 10. ASSIGNMENT OF ANTITRUST ACTIONS

- (a)** Public Contract Code Section 7103.5 provides:

- (1) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or Subcontractor offers and agrees to assign to the awarding body (DISTRICT) all rights, title, and interest in and to

**GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

- (2) CONTRACTOR, for itself and all Subcontractors, agrees to assign to DISTRICT all rights, title, and interest in and to all such causes of action CONTRACTOR and all Subcontractors may have under the Contract Documents. This assignment shall become effective at the time DISTRICT tenders final payment to the CONTRACTOR and CONTRACTOR shall require assignments from all Subcontractors to comply herewith.

ARTICLE 11. OTHER CONTRACTS

- (a) CONTRACTOR is aware that this Project site may be split into several phases and/or separate contracts. DISTRICT reserves the right to let other contracts in connection with this Work, and it shall be the duty of the CONTRACTOR to actively schedule and coordinate its work with the DISTRICT's forces or other contractors. No extra costs or delays shall be considered as a result of any such scheduling, coordination and cooperation. CONTRACTOR shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate its work with such other contractors.
- (b) If any part of CONTRACTOR's Work depends for proper execution or results upon work of any other Contractor, the CONTRACTOR shall inspect and promptly report to ARCHITECT in writing any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR will be held accountable for damages to DISTRICT for that work which it failed to inspect or should have inspected. CONTRACTORs' failure to inspect and report shall constitute its acceptance of other Contractor's work as fit and proper for reception of its work, except as to defects which may develop in other Contractors' work after execution of CONTRACTOR's work.
- (c) To insure proper execution of its subsequent work, CONTRACTOR shall measure and inspect work already in place and shall at once report to the ARCHITECT in writing any discrepancy between executed work and Contract Documents.
- (d) It is the obligation of CONTRACTOR to ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by DISTRICT in prosecution of the Project to the end that CONTRACTOR may perform its Contract in the light of such other contracts, if any.
- (e) Nothing herein contained shall be interpreted as granting to CONTRACTOR exclusive occupancy of the Project. CONTRACTOR shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, DISTRICT shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously at no additional cost to the DISTRICT.
- (f) If the Project is split into phases and/or separate contracts, then CONTRACTOR has made allowances for any delays or damages which may arise from coordination with contractors for other phases or contracts. If any delays should arise from a contractor working on a different phase or contract, CONTRACTOR's sole remedy for damages, including delay damages, shall be against the contractor who caused such damage and not the DISTRICT. CONTRACTOR

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

shall provide access to contractors for other phases or contracts as necessary to prevent delays and damages to contractors working on other phases or contracts.

ARTICLE 12. OCCUPANCY

- (a) DISTRICT reserves the right to occupy buildings and/or portions of the site at any time before completion, and such occupancy shall not constitute final acceptance of any part of Work covered by Contract Documents, nor shall such occupancy extend the date specified for completion of the Work. The warranty period for the Work will begin upon recording of the notice of completion.
- (b) The DISTRICT and the CONTRACTOR shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, and the period for correction of the Work. Immediately prior to such partial occupancy or use, the DISTRICT, the CONTRACTOR, and the ARCHITECT shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE AGREEMENT

- (a) If the CONTRACTOR refuses or fails to complete the Work or any separable part thereof with such diligence as will insure its completion within the time specified or any permitted extension thereof, or fails to complete said Work within such time, or if the CONTRACTOR should file a petition for relief as a debtor, or should relief be ordered against CONTRACTOR as a debtor under Title 11 of the United States Code, or if CONTRACTOR should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should refuse or should fail to supply enough properly skilled workers or proper materials to complete the Work in the time specified, or if CONTRACTOR should fail to make prompt payment to Subcontractors for materials or labor, or disregard laws or ordinances or instructions of DISTRICT, or if CONTRACTOR or its Subcontractors should otherwise violate any provision of the Contract Documents, then DISTRICT may, without prejudice to any other right or remedy, serve written notice upon CONTRACTOR and its surety of DISTRICT's intention to terminate the Contract. Such notice shall contain the reasons for such intention to terminate. Unless within **ten (10) days** after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to DISTRICT for the correction thereof have been made, the Contract shall cease and terminate. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished to DISTRICT's satisfaction.
- (b) In the event of any such termination, DISTRICT shall immediately serve written notice thereof upon surety and CONTRACTOR, and surety shall have the right to take over and perform the Contract, provided, however, that if surety within **seven (7) days** after service upon it of notice of termination does not give DISTRICT written notice of its intention to take over and perform the Contract, or does not commence performance thereof within **fifteen (15) days** after service of the notice of termination by DISTRICT on surety, DISTRICT may take over the Work and prosecute it to completion by Agreement or by any other method it may deem advisable for the account and at the expense of CONTRACTOR, and CONTRACTOR and its surety shall be liable to DISTRICT for any excess cost or other damages occasioned by the DISTRICT thereby. Time is of the essence in the Contract. If the DISTRICT takes over the Work as hereinabove provided, the DISTRICT may, without liability for so doing, take possession of and utilize in completing the Work such materials, supplies, equipment and other property belonging to the CONTRACTOR as may be on the site of the Work and necessary therefore.

00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT

- (c) If the expense of finishing the Work, including compensation for additional architectural, managerial, and administrative services, exceeds the unpaid balance of the Agreement, CONTRACTOR shall pay the difference to DISTRICT. Expense incurred by DISTRICT as herein provided, and damage incurred through CONTRACTOR's default, shall be certified to DISTRICT by ARCHITECT. If the unpaid balance under the Agreement shall exceed the expense of finishing the Work, including compensation for additional architectural, managerial, temporary service and administrative services, such excess shall be paid to CONTRACTOR.
- (d) In the event that sufficient funds are not appropriated to complete the Project or the DISTRICT determines that sufficient funds are not available to complete the Project, DISTRICT may terminate or suspend the completion of the Project at any time by giving written notice to the CONTRACTOR. In the event that the DISTRICT exercises this option, the DISTRICT shall pay for any and all work and materials completed or delivered onto the site, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials paid for shall include a factor of 15% for the CONTRACTOR's overhead and profit and there shall be no other costs or expenses paid to CONTRACTOR. All work, materials, and orders paid for pursuant to this provision shall become the property of the DISTRICT.
- (e) DISTRICT may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as DISTRICT may determine. Adjustment shall be made for increases in the cost of performance of the Contract caused by suspense, delay, or interruption.
- (f) The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

ARTICLE 14. BONDS

- (a) Unless otherwise specified in the Special Conditions and within ten (10) days of the Notice of Award of the Contract, CONTRACTOR shall furnish a surety bond in an amount equal to **one hundred percent (100%)** of the Contract Sum as security for faithful performance of the Contract Documents and shall furnish a separate bond in an amount equal to **one hundred percent (100%)** of the contract price as security for payment to persons performing labor and furnishing materials in connection with this Project. Bonds shall be in the form set forth in these Contract Documents. If CONTRACTOR fails to furnish the required bonds, DISTRICT may terminate the Contract for cause.
- (b) To the extent, if any, that the Contract Sum is increased in accordance with the Contract Documents, CONTRACTOR shall cause the amount of the performance and payments bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to DISTRICT. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Sum, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to CONTRACTOR will release the surety.
- (c) Only bonds executed by admitted surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by DISTRICT in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc., or other independent rating companies. DISTRICT reserves the right to approve or reject the surety insurers selected by CONTRACTOR and to require CONTRACTOR to obtain bonds from surety insurers satisfactory to OWNER.

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

ARTICLE 15. SUBSTITUTION OF SECURITIES

- (a) Pursuant to the requirements of Public Contract Code section 22300, upon CONTRACTOR's request, DISTRICT will make payment to CONTRACTOR of any earned retention funds withheld from payments under the Contract Documents if CONTRACTOR deposits with the DISTRICT or in escrow with a California or federally chartered bank acceptable to DISTRICT, securities eligible for the investment pursuant to Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:
- (1) CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.
 - (2) All expenses relating to the substitution of securities under Section 22300 and under this Article, including, but not limited to DISTRICT's overhead and administrative expenses, and expenses of the escrow agent shall be the responsibility of the CONTRACTOR.
 - (3) If CONTRACTOR chooses to enter into an escrow agreement, such agreement shall be satisfactory to DISTRICT, which agreement shall be in the form provided as part of the Contract Documents and which shall allow for the conversion to cash to provide funds to meet defaults by the CONTRACTOR including, but not limited to, termination of the CONTRACTOR's control over the Work, stop notices filed pursuant to law, assessment of liquidated damages or amounts to be kept or retained under the provisions of the Contract Documents.
 - (4) Securities, if any, shall be returned to CONTRACTOR only upon satisfactory completion of the Project.
- (b) To minimize the expense caused by such substitution of securities, CONTRACTOR shall, prior to or at the time CONTRACTOR requests to substitute security, deposit sufficient security to cover the entire amount to be then withheld and to be withheld under the General Conditions of the Contract Documents. Should the value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the DISTRICT determines to withhold, CONTRACTOR shall immediately and at CONTRACTOR's expense deposit additional security qualifying under Section 22300 until the total security deposited is no less than equivalent to the amount subject to withholding under the Contract Documents.
- (c) In the alternative, under Section 22300, the CONTRACTOR may, prior to submittal of first Application for Payment, request DISTRICT to make payment of earned retentions directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments into securities, and CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Project, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by the escrow agent from DISTRICT, pursuant to the terms of Section 22300. If CONTRACTOR elects to receive interest on moneys withheld in retention by DISTRICT, CONTRACTOR shall, at the request of any subcontractor, make that option available to the subcontractor regarding any monies withheld in retention by the CONTRACTOR from the subcontractor. If the CONTRACTOR elects to receive any interest on any monies withheld in retention by the Owner, then the subcontractor shall receive the identical rate of interest received by the CONTRACTOR on any retention monies withheld from the subcontractor by the CONTRACTOR, less any actual pro rata costs associated with administering and calculating that interest. In the event the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were

00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT

withheld from the subcontractor. If the CONTRACTOR elects to substitute securities in lieu of retention, then, by mutual consent of the CONTRACTOR and subcontractor, the subcontractor may substitute securities in exchange for the release of monies held in retention by CONTRACTOR. This shall apply only to those subcontractors performing more than five percent (5%) of the CONTRACTOR'S total bid. The CONTRACTOR shall not require any subcontractor to waive any provision of this section.

- (d) If any provision of this Article shall be found to be illegal or unenforceable, then, notwithstanding, the remainder of this Article shall remain in full force and effect, and only such provision shall be deemed stricken.

ARTICLE 16. LIABILITY, PROPERTY, BUILDER'S RISK AND OTHER INSURANCE REQUIREMENTS

- (a) If this box ☐ is checked, then (1) the DISTRICT's Owner-Controlled Insurance Program ("OCIP") applies to the Project and (2) attached as Exhibit "I" to these General Conditions is a description of OCIP and its insurance requirements, which apply in place of each of the following provisions of this Article 16, and all of Articles 17 and 18, unless otherwise provided in said Exhibit.
- (b) **Liability and Property Insurance.** Before the commencement of the Work, within ten (10) days of the Notice of Award of the Contract, and within limits acceptable to the DISTRICT, the CONTRACTOR shall purchase from and maintain such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Contract Documents and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth in the Contract Documents as will protect the CONTRACTOR from claims set forth below, which may arise out of or result from the CONTRACTOR's operations under the Contract and for which the CONTRACTOR may be legally liable, whether such operations are by the CONTRACTOR, by a Subcontractor, by Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- (1) Claims for damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees. This coverage shall be provided in a form at least as broad as Insurance Services Office (ISO) Form CG 0001 11188;
 - (2) Claims for damages arising from personal or advertising injury in a form at least as broad as ISO Form CG 0001 11188;
 - (3) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
 - (4) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
 - (5) Claims involving blanket contractual liability applicable to the CONTRACTOR's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the CONTRACTOR and the Subcontractors; and
 - (6) Claims involving Operations/Premises and Completed Operations/Products, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. Coverage for completed operations must be at least as broad as CG 2010 11185.

00700

**GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

- (c) If commercial general liability insurance or another insurance form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the DISTRICT) or the general aggregate limit shall be twice the required occurrence limit.
- (d) Any deductible or self-insured retention must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its Board of Trustees, members of its Board of Trustees, officers, employees, agents and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (e) **Subcontractor Insurance Requirements.** The CONTRACTOR shall require its subcontractors and any sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance in like amounts.
- (f) **DISTRICT Insurance.** The DISTRICT shall be responsible for purchasing and maintaining its usual liability insurance or self-insurance. Optionally, the DISTRICT may purchase and maintain other insurance for self-protection against claims that may arise from operations under the Contract Documents.
- (g) **Additional Insured Endorsement Requirements.** The CONTRACTOR shall name, on any policy of insurance, the DISTRICT, the ARCHITECT, and their respective officers, employees and agents as additional insureds. Subcontractors shall name the CONTRACTOR, the DISTRICT, and the ARCHITECT, and their respective officers, employees and agents as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance, which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.
- (h) **Consent of Insurer.** Partial occupancy or use in accordance with the Contract Documents shall not commence until the DISTRICT's insurance company providing property insurance has consented to such partial occupancy or use by endorsement or otherwise. The DISTRICT and the CONTRACTOR shall take reasonable steps to obtain consent of the insurance company and shall, without mutual consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of the insurance.
- (i) **Other Insurance.** The CONTRACTOR shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.
- (j) **Compliance.** In the event of the failure of CONTRACTOR to furnish and maintain any insurance required by this Article, the CONTRACTOR shall be in default under the Contract. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the DISTRICT and the ARCHITECT.
- (k) **Builder's Risk / "All Risk" Insurance/Course of Construction Insurance.** The DISTRICT has Builder's Risk / "All Risk" Insurance / Course of Construction Insurance on all insurable work included under the Contract Documents. The DISTRICT's Builder's Risk / "All Risk"

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

Insurance / Course of Construction Insurance provides coverage for the DISTRICT only and not the CONTRACTOR or any other party.

ARTICLE 17. PROOF OF CARRIAGE OF INSURANCE

- (a) Subject to Article 16 above, CONTRACTOR shall not commence Work nor shall it allow any Subcontractor to commence work under the Contract Documents until all required insurance certificates, Additional Insured Endorsements, and Declarations Pages have been obtained and delivered in duplicate to and approved by DISTRICT. Such insurance shall be with an insurance company or companies lawfully authorized to do business in California as admitted insurers, with a minimum financial rating of A, Class XII status, as rated by the most current edition of Best's Key Rating Guide, published by A.M. Best Company.
- (b) Subject to Article 16 above, certificates and insurance policies shall include the following:
 - (1) A clause stating:

"This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to DISTRICT stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."
 - (2) Language stating in particular those insured, extent of insurance, location, and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period for cancellation and reduction of insurance.
 - (3) Language stating that the DISTRICT and ARCHITECT, and their respective officers, agents and employees are named additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the DISTRICT, and any other insurance carried by the DISTRICT with respect to the matters covered by such policy shall be excess and non-contributing.
- (c) Subject to Article 16 above, the CONTRACTOR and its Subcontractors shall produce a certified copy of any required insurance policy upon written request of the DISTRICT.
- (d) Subject to Article 16 above, in case of CONTRACTOR's failure or refusal to provide the required insurance, the DISTRICT may, at DISTRICT's option, take out and maintain, at the expense of the CONTRACTOR, such insurance in the name of CONTRACTOR or Subcontractor, as the DISTRICT may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to the CONTRACTOR under the Contract Documents.

ARTICLE 18. WORKERS' COMPENSATION INSURANCE

- (a) Subject to Article 16 above, in accordance with the provisions of Section 3700 of the California Labor Code, the CONTRACTOR and every Subcontractor shall be required to secure the payment of compensation to its employees.
- (b) Subject to Article 16 above, the CONTRACTOR shall provide, during the term of the Contract, workers' compensation insurance for all of its employees engaged in work under the Contract Documents on or at the site of the Project, and, in case any of its Work is sublet, the CONTRACTOR shall require the Subcontractor similarly to provide workers' compensation insurance for all the latter's employees engaged in work under the subcontract. Any class of

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

employee or employees not covered by a Subcontractor's insurance shall be covered by the CONTRACTOR's insurance. In case any class of employees engaged in Work under the Contract Documents on or at the site of the Project is not protected under the workers' compensation laws, the CONTRACTOR shall provide or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected before the commencement of the Work. The CONTRACTOR shall file with the DISTRICT certificates of its insurance as required under this Article and in compliance with Labor Code section 3700. A **thirty (30) day** notice shall be provided to DISTRICT before the cancellation or reduction of any such insurance of CONTRACTOR or Subcontractor. CONTRACTOR shall submit proof of insurance and shall provide endorsements on the forms provided by the DISTRICT or on forms approved by the DISTRICT. Such endorsements shall be submitted concurrently with the Contract Documents and within ten (10) days of the Notice of Award of the Contract.

- (c) Subject to Article 16 above, prior to commencing Work, the CONTRACTOR shall sign and file with the DISTRICT the certificate required by the Labor Code section 1861, acknowledging the requirement to insure against liability for workers' compensation and promising to comply with this requirement before commencing Work under the contract and continuing to comply thereafter. The form of this certificate is included below.

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00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT

ARTICLE 18 (d) – Workers' Compensation Certificate

WORKERS' COMPENSATION CERTIFICATE

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

Date

Name of Contractor

By: __ 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 the contract.)

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

- (e) Subject to Article 16 above, if the CONTRACTOR fails to maintain workers' compensation insurance, the DISTRICT may take out such insurance, and deduct and retain the amount of premium for such insurance from any sums due the CONTRACTOR.

ARTICLE 19. INTENTIONALLY LEFT BLANK

ARTICLE 20. DRAWINGS AND SPECIFICATIONS

- (a) Drawings and Specifications are intended to delineate and describe the Project and its component parts to such a degree as will enable a skilled and competent CONTRACTOR to intelligently bid upon the Work, coordinate the Work and to carry out the Work to a successful conclusion. If, as and to the extent that Public Contract Code section 1104 is deemed to apply after the Award of Contract, CONTRACTOR shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, notwithstanding any other provision in the Contract Documents, except to the extent that CONTRACTOR discovered or should have discovered and reported any errors and omissions to the ARCHITECT or DISTRICT as the result of any review of the plans and specifications by CONTRACTOR required by the Instructions to Bidders or other Contract Documents, whether or not actually performed by CONTRACTOR.
- (b) Drawings and Specifications are intended to comply with all laws, ordinances, rules and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, these laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. The CONTRACTOR shall bear all expenses of correcting work done contrary to applicable laws, ordinances, rules and regulations if the CONTRACTOR performed the work (1) without first consulting the ARCHITECT for further instructions regarding the work, or (2) disregarded the ARCHITECT's instructions regarding the work.
- (c) Questions regarding interpretation of drawings and specifications shall be clarified by the ARCHITECT; provided, however, that in the event ARCHITECT determines that CONTRACTOR'S requests for information (RFI's) are not justified or do not reflect adequate competent supervision, coordination, and / or knowledge by the CONTRACTOR or his/her Subcontractors, CONTRACTOR shall be required to pay ARCHITECT'S reasonable and customary fees in processing and responding to such requests. Should the CONTRACTOR commence Work or any part thereof without seeking clarification, and/or performing its own coordination obligations, the CONTRACTOR waives any claim for extra work or damages as a result of any ambiguity, conflict, or lack of information.
- (d) Figured dimensions on drawings shall govern, but work not dimensioned or mis-described shall be as directed. Work not particularly shown, mis-described, or specified shall be the same as similar parts that are shown or specified. Large scale drawings shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures. Drawings and specifications are intended to be fully cooperative and to agree. If through the process of Contract required coordination, CONTRACTOR observes that drawings and specifications are in conflict, CONTRACTOR shall promptly notify the ARCHITECT in writing, and any necessary changes shall be adjusted as provided in the Article entitled **Changes and Extra Work**; provided, however, that the specification calling for the higher quality material or workmanship shall prevail without additional cost to DISTRICT.
- (e) Materials or work described in words, which so applied, have a well known technical or trade meaning shall be deemed to refer to such recognized standards.

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

- (f) It is not the intention of the Contract Documents to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to CONTRACTOR that it will be required to complete the work so named with all its incidental and accessory items according to the best practices of the trade.
- (g) The naming of any material and/or equipment shall mean furnishing and installing, including all incidental and accessory items thereto and/or labor necessary to achieve full and complete functioning of the material and/or equipment according to the best practices of the trade(s) involved, unless specifically noted otherwise.
- (h) One (1) full set of Contract Documents shall be provided to CONTRACTOR by the DISTRICT along with an electronic file (CD-ROM) of the complete set of the Contract Documents. If the CONTRACTOR requires more than the one (1) set of Contract Documents, CONTRACTOR shall print such drawings at no additional cost to the DISTRICT. It is the responsibility of the CONTRACTOR to note on the Contract Documents all addenda and clarifications to the Contract Documents that occurred prior to bid.
- (i) Electronic copies as provided for herein related to shop drawings, submittals, and close-out documents shall be in the following formats: All small document copies (8 1/2x11) shall be .pdf format, and all large document copies shall be in .tif format.

ARTICLE 21. OWNERSHIP OF DRAWINGS

- (a) All plans, drawings, designs, specifications, and other incidental Architectural and engineering work or materials and other Contract Documents and copies thereof furnished by DISTRICT are DISTRICT's property. They shall not be used in other work and shall be returned to DISTRICT on request at completion of Work, and may be used by DISTRICT as it may require, without any additional costs to DISTRICT. Electronic copies of the documents will not be provided except with expressed written consent of the DISTRICT and / or the ARCHITECT.

ARTICLE 22. DETAIL DRAWINGS AND INSTRUCTIONS

- (a) In case of ambiguity, conflict, or lack of information, ARCHITECT shall furnish additional instructions by means of drawings or otherwise, as necessary for proper execution of the Work. All such drawings and instructions shall be consistent with Contract Documents, true developments thereof, and reasonably inferable therefrom. Such additional instructions shall be furnished with reasonable promptness, provided that CONTRACTOR informs the ARCHITECT of the relationship of the request to the critical path of construction. Refer to the term, use, and protocol of an RFI defined in the Article entitled "Definitions".
- (b) Work shall be executed in conformity therewith and CONTRACTOR shall do no work without proper drawings and instructions.
- (c) The ARCHITECT will furnish necessary additional details to more fully explain the Work, which details shall be considered as part of the Contract Documents.
- (d) Should any details be more elaborate, in the opinion of the CONTRACTOR, than scale drawings and specifications warrant, CONTRACTOR shall give written notice thereof to the ARCHITECT within **twenty-one (21) days** of receipt. In case no notice is given to the ARCHITECT within **twenty-one (21) days**, it will be assumed the details are reasonable development of the scale drawings. In case notice is given, then it will be considered, and if found justified, the ARCHITECT will either modify the drawings or shall recommend to DISTRICT a change order for the extra work involved.

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

- (e) All parts of the described and shown construction shall be of the best quality of their respective kinds and the CONTRACTOR is hereby advised to use all diligence to become fully involved as to the required construction and finish, and in no case to proceed with the different parts of the Work without obtaining first from the ARCHITECT such directions and/or drawings as may be necessary for the proper performance of the Work.

ARTICLE 23. SHOP DRAWINGS

- (a) Commensurate with the requirements of the Project schedule and within **forty-five (45) days** of the Notice to Proceed, the CONTRACTOR shall submit to ARCHITECT **four (4) hard** copies and one electronic copy, checked, coordinated and approved by CONTRACTOR, of all shop or setting list drawings, schedules, and materials list required for the work of various trades. If this project consists of any remodel / modernization work, field dimensions require verification prior to the preparation of the Shop Drawings. ARCHITECT shall review such drawings, schedules and materials list only for conformance with the design concept of Project and compliance with information given in Contract Documents, and return as approved or disapproved with guidance as to required corrections within **thirty (30) days**, unless more time is needed for the review. CONTRACTOR shall make any corrections required by ARCHITECT and submit **four (4) final** hard copies and one electronic copy of the shop drawing to ARCHITECT, and furnish such other copies as may be needed for construction within **fourteen (14) days** or as required by the Contract Schedule. ARCHITECT's approval of such drawings, schedules, or materials list shall not relieve CONTRACTOR from responsibility for deviations unless CONTRACTOR has in writing called ARCHITECT's attention to such deviations at time of submission and secured ARCHITECT's written approval, nor shall it relieve CONTRACTOR from responsibility for errors in shop drawings or schedules.
- (1) The ARCHITECT is entitled to additional review time to review complex and difficult submittals, including but not limited to structural steel shop drawings, mechanical equipment, electrical equipment, and special system components and parts. The CONTRACTOR shall breakout critical submittals into separate packages so as to expedite the review process of an individual item. The coordination of the overall submittal packages shall be the responsibility of the CONTRACTOR.
- (2) Shop Drawings requiring "**Deferred Approval**" require a substantial amount of time for agency review and approval. Deferred Approvals generally require re-submittal to the approving Plan Review Agency. The CONTRACTOR shall apply its skill and knowledge to expedite the Deferred Approval(s) from preparation to approval. The CONTRACTOR shall submit the shop drawings / submittals so as not to delay the Project schedule. Notwithstanding anything to the contrary herein, the CONTRACTOR shall make submittals of all Deferred Approvals to the ARCHITECT within **forty-five (45) days** of the Notice to Proceed. ARCHITECT shall review such Deferred Approval submittals, shall endeavor to obtain review by the Plan Review Agency, and shall return as approved or disapproved with guidance as to the required corrections within sixty (60) days, unless further time is needed under the circumstances. If resubmittals are required, ARCHITECT shall endeavor to review and return the resubmittal within sixty (60) days. CONTRACTOR shall allow sufficient time in its scheduling for corrections and resubmittals of Deferred Approval items in conformance with these requirements.
- (b) All submittals of shop drawings, catalog cuts, data sheets, schedules, and material lists shall be complete and shall conform to contract drawings and specifications. The CONTRACTOR shall prepare layout and coordination drawings to demonstrate the accuracy and fit of the materials and work.

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

- (c) The term "shop drawing" as used herein shall be understood to include, but not be limited to, coordination efforts by CONTRACTOR, detail design calculations for the development of the shop drawing, fabrication and installation drawings, lists, graphs, and operating instructions.
- (d) Shop drawings shall be submitted at a time sufficiently early to allow review of same by the Plan Review Agency (if required), and the ARCHITECT, and to accommodate the rate of construction progress required under the Contract Documents. CONTRACTOR will be required to pay ARCHITECT's reasonable and customary fees in order to expedite review of shop drawings which are not submitted in a timely fashion. CONTRACTOR may be assessed \$100 a day for each day it is late in submitting a shop drawing or sample.
- (e) All shop drawing submittals shall be accompanied by an accurately completed transmittal form using the format found herein, or as approved by the DISTRICT. Any shop drawing submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for resubmittal. The CONTRACTOR may authorize a material or equipment supplier to deal directly with the ARCHITECT with regard to shop drawings. However, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the CONTRACTOR.
- (f) Normally, a separate transmittal form shall be used for each specific item, scheduled activity task, or class of material or equipment for which a submittal is required. However, due to the critical nature of a submittal, a submittal can be broken into separate sub-submittals in order to obtain the review of a more critical portion(s) of a submittal prior to the review of other sub-submittals. The transmittal form shall include the CPM Activity / Submittal /Task Number, Early Start (ES), Early Finish (EF), Late Finish (LF) and the float for the activity. Transmittal of shop drawings on various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. At its option, the CONTRACTOR or Supplier may obtain from the ARCHITECT quantities of the shop drawing transmittal form at reproduction cost.
- (g) CONTRACTOR's review and approval of shop drawings and submittals shall include the following stamp:

"The CONTRACTOR has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings or submittal that does not conform to the Contract Documents. This shop drawing or submittal has been coordinated with all other shop drawings and submittals received to date by CONTRACTOR, and this duty of coordination has not been delegated to the Owner's separate Contractors, Subcontractors, material suppliers, the ARCHITECT, or the engineers on this project.

Signature of CONTRACTOR"
- (h) Within **thirty (30) days** after receipt of shop drawings, the ARCHITECT will endeavor to return one or more prints of each drawing to CONTRACTOR with ARCHITECT's comments noted thereon. The CONTRACTOR shall make a complete and acceptable submittal to the ARCHITECT for the ARCHITECT's review by the second submission of drawings. The DISTRICT shall withhold funds due the CONTRACTOR to cover additional costs of the ARCHITECT's review beyond the second submission and any other costs incurred by DISTRICT.
- (i) If prints of the shop drawing are returned to the CONTRACTOR marked **"NO EXCEPTIONS TAKEN,"** formal revision of said drawing will not be required. If prints of the drawing are

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

returned to the CONTRACTOR marked **"MAKE CORRECTIONS NOTED,"** formal resubmittal of said drawings will not be required. If prints of the drawing are returned to the CONTRACTOR marked **"REVISE AND RESUBMIT,"** the CONTRACTOR shall revise said drawing and shall resubmit **four (4)** copies plus one (1) electronic copy of the revised drawing to the ARCHITECT. If prints of the drawing are returned to the CONTRACTOR marked **"REJECTED RESUBMIT,"** the CONTRACTOR shall resubmit **four (4)** new copies plus one (1) electronic copy of the drawing to the ARCHITECT. Submittals being resubmitted for revisions or submitted due to previous rejection, the CONTRACTOR shall provide a written response indicating the nature of the correction(s) and/or cloud the revised item(s). All submittals returned **"rejected"** or **"revise and resubmit"** shall be copied and distributed as noted in section (a) of this Article.

- (j) Fabrication of an item shall not be commenced before the ARCHITECT has reviewed the pertinent shop drawings and returned copies to the CONTRACTOR marked with **"NO EXCEPTIONS TAKEN,"** or **"MAKE CORRECTIONS NOTED."** Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work. The review of such drawings by the ARCHITECT will be limited to checking for general agreement with the Contract Documents, and shall in no way relieve the CONTRACTOR of responsibility for errors or omissions contained therein, nor shall such review operate to waive or modify any provision contained in the Project documents. Fabricating dimensions, quantities of material, applicable code requirements, and other contract requirements shall be the CONTRACTOR's responsibility. Coordinate integral and adjacent materials with other contracts prior to final shop drawings and fabrication.
- (k) No work represented by required shop drawings shall be purchased or commenced until the applicable submittal has been approved. The Work shall conform to the approved shop drawings and all other requirements of the Contract Documents. The CONTRACTOR shall not proceed with any related work which may be affected by the work covered under shop drawings until the applicable shop drawings have been approved, particularly where piping, machinery, and equipment and the required arrangements and clearances are involved.
- (l) Except where the preparation of a shop drawing is dependent upon the approval of a prior shop drawing, all shop drawings pertaining to the same class or portion of the Work shall be submitted simultaneously.
- (m) Calculations of a structural nature must be approved by the Plan Review Agency.
- (n) THE CONTRACTOR SHALL HAVE NO CLAIM FOR DAMAGES OR EXTENSION OF TIME DUE TO ANY DELAY RESULTING FROM THE CONTRACTOR HAVING TO MAKE THE REQUIRED REVISIONS TO SHOP DRAWINGS UNLESS REVIEW BY THE ARCHITECT IS DELAYED BEYOND THE TIME PROVIDED HEREIN AND THE CONTRACTOR CAN ESTABLISH THAT THE ARCHITECT'S DELAY IN REVIEW ACTUALLY RESULTED IN A DELAY IN THE CONTRACTOR CONSTRUCTION SCHEDULE. CONTRACTOR SHALL NOT BE ENTITLED TO ANY CLAIM FOR DAMAGES RESULTING FROM THE *PLAN REVIEW AGENCY* REVIEW. HOWEVER, DISTRICT MAY CONSIDER AN EXTENSION OF TIME DUE TO ANY DELAY CAUSED BY THE *PLAN REVIEW AGENCY* REVIEW.

ARTICLE 24. SURVEY, LAYOUT AND FIELD ENGINEERING

- (a) The CONTRACTOR performing the Work shall provide all layouts necessary to complete the Work. Layout shall include coordination drawings as well as the physical performance of the layout by the CONTRACTOR.

00700

**GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

- (b) Surveys to determine location of property lines and corners will be supplied by DISTRICT. Surveys to determine locations of construction, grading, site utilities and site work, shall be provided by the CONTRACTOR.
- (c) "Record Drawings" of site development shall be prepared by the CONTRACTOR, indicating revisions to the grading and the underground utility locations (horizontal and vertical locations) on the RECORD DRAWINGS provided by the CONTRACTOR as required to provide accurate as-built information. All other record drawing information including but not limited to building and hardscape shall be noted on the Contract Documents. The DISTRICT shall, at its option, confirm all grades and utility locations are accurate prior to final payment to the CONTRACTOR.

ARTICLE 25. SOILS INVESTIGATION REPORT & CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

- (a) When a soils investigation report has been obtained from test holes at the site, such report is available for the CONTRACTOR's use in preparing its bid and Work under this Agreement. Any information obtained from such report or any information given on drawings as to surface and subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only. If, during the course of Work under this Agreement, CONTRACTOR encounters subsurface or latent conditions that differ materially from those indicated in the soils investigation report, then CONTRACTOR shall notify the DISTRICT immediately upon discovery of the condition.
- (b) If, during the course of Work under the Contract Documents, CONTRACTOR encounters subsurface or otherwise concealed physical conditions, that differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in contract activities of the character provided for in the Contract Documents, then CONTRACTOR shall notify the DISTRICT of the discovery of the condition before the condition is materially changed, disturbed and/or covered. CONTRACTOR shall submit notice of possible claim for additional time and/or cost, no later than **three (3) days** after the first observance of the conditions.
- (c) **WARNING: DISTRICT DOES NOT WARRANT THE SOILS AT THE PROJECT SITE. SOILS INVESTIGATION REPORT IS PROVIDED FOR CONTRACTOR'S INFORMATION ONLY. DISTRICT DOES NOT WARRANT THE SOILS CONDITIONS OF THE SITE AND CONTRACTOR IS FULLY RESPONSIBLE TO ASCERTAIN SITE CONDITIONS FOR THE PURPOSES OF DETERMINING CONSTRUCTION MEANS AND METHODS PRIOR TO COMMENCING CONSTRUCTION.**

ARTICLE 26. TESTS AND INSPECTIONS

- (a) Tests and inspections will comply with California Code of Regulations Title 24, Part 1, Section 4-335.
- (b) If the Contract Documents, DISTRICT's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, CONTRACTOR shall give notice in accordance with such authority of its readiness for observation or inspection at least **two (2) working days** prior to being tested or covered up. If inspection is by authority other than DISTRICT, CONTRACTOR shall inform the DISTRICT's Inspector of the date fixed for such inspection. CONTRACTOR shall secure required certificates of inspection. Observations by DISTRICT's Inspector shall be promptly made, and where practicable, at source of supply. If any work should be covered up without approval or consent of DISTRICT's Inspector, it must be uncovered for examination and satisfactorily reconstructed at CONTRACTOR's expense in

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

compliance with the Contract Documents. Costs of retests, and/or reinspections of any materials found to be not in compliance with the Contract Documents shall be paid for by the DISTRICT and deducted from the Contract. Other costs for tests and inspections shall be paid by the DISTRICT.

ARTICLE 27. TRENCHES

- (a) CONTRACTOR shall provide adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation that conform to applicable safety standards.
- (b) If the Contract involves the excavation of any trench or trenches five feet or more in depth, the CONTRACTOR shall, in advance of excavation, submit to the DISTRICT or to whomever DISTRICT designates a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the CONTRACTOR, and all costs therefore shall be included in the price named in the Agreement for completion of the Work as set forth in the Contract Documents. In no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by CAL-OSHA and a CAL-OSHA permit for such plan delivered to the DISTRICT. (Labor Code Section 6705; Health and Safety Code Section 17922.5.)
- (c) If the Contract Documents involve the digging of trenches or excavations that extend deeper than five (5) feet below the surface, the following shall apply:
 - (1) The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the DISTRICT, in writing, of any:
 - (A) Material that the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (B) Subsurface or latent physical conditions at the site different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - (C) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
 - (2) The DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract Documents.
 - (3) In the event a dispute arises between the DISTRICT and the CONTRACTOR, whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the Work, the CONTRACTOR shall not be excused from any scheduled completion date

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

provided for by the Contract Documents, but shall proceed with all the Work to be performed under the Contract Documents. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties (Public Contract Code section 7104).

ARTICLE 28. DOCUMENTS ON JOBSITE

- (a) CONTRACTOR shall keep on the job site at all times one legible copy of all Contract Documents, including and annotated with addenda and change orders, and all approved drawings, plans, schedules and specifications. Said documents shall be kept in good order and available to ARCHITECT, ARCHITECT'S representatives, and all authorities having jurisdiction. CONTRACTOR shall be acquainted with and comply with the provisions of said regulations as they relate to this Project. (See particularly the duties of CONTRACTOR, 24 Cal. Code of Regulations Sec. 4-343.) CONTRACTOR shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly Titles 8 and 17.

ARTICLE 29. STATE AUDIT

- (a) Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of the DISTRICT, the CONTRACTOR, or any Subcontractor connected with the performance of the Contract Documents involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the costs of administration of the Contract Documents, shall be subject to the examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of **three (3) years** after final payment is made under the Agreement.

ARTICLE 30. SUBSTITUTIONS

- (a) CONTRACTOR shall follow all instructions and requirements set forth in **INSTRUCTIONS TO BIDDERS**, for compliance with this Article. All substitution requests related to structural items, fire safety issues, life safety issues and accessibility compliance issues shall be reviewed and approved by the Plan Review Agency.
- (b) Whenever in specifications any materials, process, service or equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or approved equal," and CONTRACTOR may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified subject to DISTRICT or ARCHITECT approval.
- (c) All materials are mentioned as standards. Should a CONTRACTOR or bidder desire to substitute materials or methods for those specified, the CONTRACTOR or bidder shall follow the guidelines stated herein, and in accordance with the Contract Documents and Public Contract Code Section 3400. Each review of a substitution request by the ARCHITECT or its consultants may be billed to the CONTRACTOR or bidder at an hourly rate not to exceed \$150.00 per hour.
- (d) If material, process, service, or equipment offered by CONTRACTOR is not, in the opinion of ARCHITECT, or DISTRICT, equal or better in every respect to that specified, then CONTRACTOR shall furnish the material, process, service, or equipment specified. The burden

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

of proof as to equality of any material, process, service, or equipment shall rest with CONTRACTOR. This provision authorizing submission of "or equal" substantiating data shall not in any way authorize an extension of time for performance of the Agreement.

Substitutions can be submitted in two ways:

- 1) Up to fourteen (14) working days prior to bid opening, or
 - 2) Up to thirty (30) working days after the Notice to Proceed has been issued for the Contract.
 - (1) Prior to Bid Opening: The CONTRACTOR or bidder must insure that proposed substitutions of materials by the CONTRACTOR or bidder are submitted to the ARCHITECT'S office a minimum of fourteen (14) working days prior to the bid opening for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. An Addendum will be issued at a maximum of seven [7] working days and a minimum of three [3] working days prior to bid opening including all equipment and materials deemed equivalent to those specified and approved by Architect. Submittals will include comparative spec-data of that specified equipment or material and the proposed substitution as indicated on the completed "Substitution Request Form" in accordance with the Contract Documents. Submittals without this information will be automatically rejected.
 - (2) After Notice to Proceed: Submittals will include comparative spec-data of that specified equipment or material and the proposed substitution as indicated on the completed "Substitution Request Form" in accordance with the Contract Documents. Submittals without this information will be automatically rejected. Substitutions submitted after the thirty (30) day period will not be considered unless the product has been discontinued or the proposed working product will be of benefit to DISTRICT.
- (e) If, after the Contract has been awarded, the CONTRACTOR furnishes material, process, service, or equipment more expensive than that specified, any difference in cost of such material, process, service, or equipment so furnished shall be borne by CONTRACTOR. Any engineering, design fees, or approval agencies' fees required to make adjustments in material or work of all trades directly or indirectly affected by the approved substituted items shall be borne entirely by CONTRACTOR. Any difference in cost between an approved substitution that is lower in cost and the originally specified item shall be refunded by CONTRACTOR to DISTRICT.
- (f) Price, fitness and quality being equal with regard to supplies, the DISTRICT may prefer supplies grown, manufactured, or produced in California and next prefer supplies partially manufactured grown, or produced in California, provided the bids of said suppliers or the prices quoted by them do not exceed by more than 5% of the lowest bids/prices quoted by out of state suppliers, the major portion of the manufacture of the supplies is not done outside of California, and the public good will be served thereby. (Government Code section 4330-4334).
- (g) SUBMITTALS shall not be used as a means of requesting a substitution, the procedure for which is defined in this Article 30.

ARTICLE 31. SAMPLES

- (a) Consistent with the Contract Documents and within **thirty (30) working days** following the Notice to Proceed, CONTRACTOR shall furnish for approval, all samples as required in specifications together with catalogs and supporting data required by ARCHITECT. This provision shall not authorize any extension of time for performance of the Work. ARCHITECT

**GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

shall review such samples as to conformance with design concept of work and for compliance with information given in the Contract Documents and shall approve or disapprove them within **fifteen (15) working days** from receipt.

- (b) Unless specified otherwise, sampling, preparation of samples and tests shall be in accordance with the latest standards of the American Society for Testing and Materials.
- (c) Samples shall, upon demand of ARCHITECT or DISTRICT, be submitted for tests or examinations, and considered before incorporation into the Work. CONTRACTOR shall be solely responsible for delays due to samples not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of the CONTRACTOR.

ARTICLE 32. CONSTRUCTION SCHEDULES

- (a) District shall notify bidders by Addendum prior to bid opening establishing the criteria for the Contractor prepared Construction Schedule. The criteria will determine the scheduling information required for the project being bid and the time allowed for submittal of the proposed schedule following award of the Contract.
 - (1) **PPS:** A Preliminary Project Schedule (PPS) within **twenty-one (21) days** after receiving the Notice to Proceed (NTP). The PPS shall include a detailed plan for the work to be completed in the first **ninety (90) days** of the Contract.
 - (2) **BPS:** A Baseline Project Schedule (BPS) within **sixty (60) days** after receiving the NTP. The BPS shall not show more than 10% of the total activities as critical, and no activity shall have a duration longer than **thirty (30) days**. The BPS shall indicate the beginning and completion dates of all phases of construction and shall use the "critical path method" (commonly called CPM) for the planning and scheduling, of all work required under the Project documents. The schedule will separately identify those milestones or events that must be completed before other portions of the Work can be accomplished. The BPS shall incorporate and schedule float for inclement weather and resulting muddy site conditions due to rain. Scheduled float for non-working rain related days and resulting muddy site conditions shall be based upon the latest and nearest available data from acceptable data issued from the National Weather Service.
 - (3) **MSU:** Monthly Schedule Updates (MSU) the updated schedule that accurately indicates the actual progress of the Work for the prior month, and the remaining planned completion of the Work.
 - (4) **SIS:** Short Interval Schedules (SIS) shall be provided at regularly scheduled meetings, and include the Construction Schedule activity numbers. The SIS shall be a **three (3) week** schedule, based upon the most recent MSU. The SIS shall include a **one (1) week** look-back, the current weeks work, and **one (1) week** thereafter. The information on the SIS shall be of sufficient detail to evaluate inspection requests.
- (b) The scheduling is necessary for the DISTRICT'S adequate monitoring of the progress of the Work and it is to be used in the preparation of the Progress Payment Applications. The DISTRICT may disapprove such a schedule and require modification to it if, in the opinion of the ARCHITECT or DISTRICT, adherence to the progress schedule will cause the Work not to be completed in accordance with the **Agreement**. CONTRACTOR shall adhere to any such modifications required by the DISTRICT. Between the Monthly Schedule Updates (MSU's), it is the obligation of the CONTRACTOR to monitor the progress of the Work against the current

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

MSU Construction Schedule activities, and to notify the Architect and OWNER in writing of all changed activity start dates and finish dates.

- (c) CONTRACTOR will exchange scheduling information with Subcontractors and suppliers. CONTRACTOR will order work, equipment, and materials with sufficient lead time to avoid interruption of the Work.
- (d) The CONTRACTOR shall also, if requested by the ARCHITECT or DISTRICT, provide revised schedules within **fifteen (15) days** if, at any time, the ARCHITECT or DISTRICT considers the completion date to be in jeopardy. The revised schedule shall be designed to show how the CONTRACTOR intends to accomplish the Work to meet the original completion date. The form and method employed by the CONTRACTOR shall be the same as for the original progress schedule. The CONTRACTOR shall modify any portions of the schedule that become infeasible because of "activities behind schedule" or for any other valid reason. CONTRACTOR will provide documents and justification for any schedule changes. An activity that cannot be completed by its original completion date shall be deemed to be behind schedule.
- (e) IF CONTRACTOR SUBMITS A REVISED SCHEDULE SHOWING AN EARLIER COMPLETION DATE FOR THE PROJECT, DISTRICT'S ACCEPTANCE OF THIS REVISED SCHEDULE SHALL NOT ENTITLE CONTRACTOR TO ANY DELAY CLAIM OR DAMAGES DUE TO ANY SUCH REVISED SCHEDULE.
- (f) In connection with the DSA Construction Oversight Process, which includes the use of inspection cards and review of changes to the DSA-approved construction documents, the CONTRACTOR must include specific tasks in its baseline schedule to take into account these procedures since they are critical path issues.

ARTICLE 33. MATERIALS AND WORK

- (a) Except as otherwise specifically stated in this Agreement, CONTRACTOR shall provide and pay for all materials, supplies, tools, equipment, labor, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete the Project within the specified time.
- (b) Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
- (c) Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected as required.
- (d) CONTRACTOR shall, after issuance of the Notice to Proceed by DISTRICT, place orders for materials and/or equipment as specified so that delivery may be made without delays to the Work. CONTRACTOR shall, upon demand by the ARCHITECT, furnish to the ARCHITECT documentary evidence showing that orders have been placed.
- (e) DISTRICT reserves the right, due to any neglect in not complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the Work may be completed by the date specified in the Agreement, and all expenses incidental to the procuring of these materials and/or equipment shall be paid for by the CONTRACTOR.
- (f) No materials, supplies, or equipment for Work under the Contract Documents shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. CONTRACTOR warrants good title to all material, supplies, and equipment installed or

**GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

incorporated in the Work and agrees upon completion of all Work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by it, to DISTRICT free from any claims, liens, or charges. CONTRACTOR further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract Documents shall have any right to any lien upon the premises or any improvement or appurtenance thereon, except that CONTRACTOR may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by the utility company or political subdivision. In the event of installation of any such metering device or equipment, CONTRACTOR shall advise DISTRICT as to the owner thereof.

- (g) Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by CONTRACTOR for their protection or any rights under any law permitting such persons to look to funds due CONTRACTOR in the hand of DISTRICT, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials or labor when no formal contract is entered into for such materials or labor.
- (h) Materials and/or equipment and the attendant liability for its protection and safety shall remain in the CONTRACTOR until incorporated in the Work and accepted by the DISTRICT; no part of the materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work; and CONTRACTOR shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to the DISTRICT or its authorized representative. Refer to the Article entitled SCHEDULE OF VALUES AND PROGRESS PAYMENT APPLICATIONS for material title.

ARTICLE 34. INTEGRATION OF WORK

- (a) CONTRACTOR shall do all cutting, fitting, patching, and preparation of work as required to make its several parts come together properly, and fit it to receive or be received by work of other contractors, including both the CONTRACTOR's and DISTRICT's forces. In the event of clarifications, the CONTRACTOR shall follow all Supplemental Instructions (SI's) given by the ARCHITECT.
- (b) All costs caused by defective or ill-timed work shall be borne by CONTRACTOR.
- (c) CONTRACTOR shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other CONTRACTOR without the written consent of the ARCHITECT. CONTRACTOR shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.
- (d) When modifying existing work or installing new work adjacent to existing work, CONTRACTOR shall match, as closely as conditions of the site and materials will allow, the finishes, textures, and colors of the original work, refinishing new work as required to match existing work at no additional cost to DISTRICT.

ARTICLE 35. OBTAINING OF PERMITS, LICENSES AND EASEMENTS

- (a) Permits, licenses, and certificates necessary for prosecution of Work, shall be secured and paid for by CONTRACTOR, unless otherwise specified. All such permits, licenses, and certificates shall be delivered to the ARCHITECT before they are required for the Work to be performed or demand is made for the certificate of final payment, whichever comes first. CONTRACTOR shall, and shall require Subcontractors to, maintain CONTRACTOR's licenses in effect as required by law.

**GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

- (b) Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by DISTRICT, unless otherwise specified.
- (c) Permits and charges for utility services by serving utilities shall be secured and paid for by DISTRICT, including development and capitol facility fees, Electrical and Gas Rule 16 and/or Rule 20 fees, Cable and Telephone fees.
- (d) If applicable, the DISTRICT shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ). The Notice of Intent must be sent to the following address along with the appropriate payment: California State Water Resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 100, Sacramento, CA 95812-0100. The CONTRACTOR may also call the State Water Board's Construction Activity Storm Water Hotline at (916) 341-5272. The Notice of Intent shall be filed prior to the start of any construction activity.

ARTICLE 36. INTENTIONALLY LEFT BLANK

ARTICLE 37. EXISTING UTILITY LINES; REMOVAL, RESTORATION

- (a) Pursuant to Government Code Section 4215, the DISTRICT assumes the responsibility for removal, relocation, and protection of utilities located on the construction site at the time of commencement of construction –that are not identified in the Contract Documents . The CONTRACTOR shall be compensated for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the Project necessarily idled during such work... The CONTRACTOR shall not be assessed for liquidated damages for delay in completion of the - work caused by failure of the DISTRICT to provide for removal or relocation of –existing main or trunkline utility facilities. -
- (b) The CONTRACTOR shall be responsible for removal, relocation, and protection of (1) existing main or trunkline utilities located on the construction site at the time of commencement of construction that are identified in the Contract Documents and (2) all utilities, other than existing main or trunkline utilities, located on the construction site at the time of commencement of construction.
- (c) This Article shall not be construed to preclude assessment against the CONTRACTOR for any other delays in completion of the Work. Nothing in this Article shall be deemed to require the DISTRICT to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the construction site can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the site of the construction.
- (d) As part of the Work to be performed, CONTRACTOR shall provide the notices and proceed in accordance with Government Code Sections 4216.2, 4216.3 and 4216.4 (available at <http://www.Digalert.com>), and shall pay all fees charged pursuant to Government Code Section 4216, et seq.
- (e) Prior to any underground excavation and/or trenching (example: disturbance of the site of any kind, demolition of any form, trenching, digging, removing of concrete, or scraping of grass, etc.) within the CONTRACTOR's scope of Work, the CONTRACTOR shall (1) visit the construction site, examine the building(s), if any, and any work that may have been done thereon, and assess the presence of visible facilities, on or adjacent to the construction site that would

00700

**GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

indicate the presence of underground utilities on the construction site; (2) review the plans and specifications, all applicable "as built" documents, and all other applicable Contract Documents, to ascertain the existence and location of underground utilities not identified in the Contract Documents; and (3) perform pothole testing as necessary to ascertain the existence and location of underground utilities not identified in the Contract Documents.

- (f) If the CONTRACTOR at any time discovers utility facilities not identified in the Contract Documents, or any errors or omissions in the plans and specifications, "as built" documents, or other contract Documents, the CONTRACTOR shall immediately notify the DISTRICT in writing.
- (g) Should the CONTRACTOR damage a utility service, CONTRACTOR shall provide both the DISTRICT and the ARCHITECT with notice. The DISTRICT shall have the authority to repair the damaged service, or the DISTRICT and/or ARCHITECT can direct CONTRACTOR to repair the damaged service. In the event CONTRACTOR damages a service(s) that is not the DISTRICT's responsibility to remove, relocate, and protect pursuant to subsection (a), or the CONTRACTOR does not take reasonable care as described in subsection (e), CONTRACTOR shall repair service at no cost to the DISTRICT. CONTRACTOR is required to schedule, notify and coordinate with "U.S.A. Locates" for the location(s) of all off-site services and or service connections.-
- (h) The DISTRICT will provide the CONTRACTOR the "DISTRICT's -"Locate Utilities Request Form to ensure successful scheduling and documentation of requests for locating of underground utilities to prevent damage to DISTRICT utilities and property during the construction process. Failure to comply by the CONTRACTOR which results in damage to DISTRICT's utilities and property shall obligate CONTRACTOR to make necessary repairs to damaged utilities and/or property at no cost to the DISTRICT.

ARTICLE 38. WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

- (a) CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work as indicated and specified. All Work shall be performed in conformance with all applicable laws, ordinances, rules, and regulations, including, but not limited to California Code of Regulations, Title 24, Parts 1 through 5, Part 7, Part 9, and Title 19.
- (b) If CONTRACTOR observes that plans, drawings or specifications are at variance with any applicable law, ordinance, rule, or regulation, CONTRACTOR shall promptly notify ARCHITECT in writing and any changes deemed necessary by the ARCHITECT shall be adjusted as provided for at **ARTICLE 59, CHANGES AND EXTRA WORK**. If CONTRACTOR performs any Work which it knew, or through exercise of reasonable care should have known, to be contrary to such laws, ordinances, rules or regulations, and without such notice to ARCHITECT, CONTRACTOR shall bear all costs arising therefrom. Where plans, drawings or specifications state that materials, processes, or procedures must be approved by the Plan Review Agency, State Fire Marshal (SFM), or other body or agency, CONTRACTOR shall be responsible for satisfying the requirements of such bodies or agencies.

ARTICLE 39. ACCESS TO WORK

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

**GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

ARTICLE 40. TIMELY PAYMENTS BY CONTRACTOR

- (a) CONTRACTOR shall pay to each of its subcontractors, not later than the 10th day following each payment to CONTRACTOR by DISTRICT the respective amounts allowed CONTRACTOR on account of work performed by the respective subcontractor's to the extent of such subcontractor's interest therein.

ARTICLE 41. INTENTIONALLY LEFT BLANK

ARTICLE 42. INTENTIONALLY LEFT BLANK

ARTICLE 43. INTENTIONALLY LEFT BLANK

ARTICLE 44. CLEANING UP

- (a) CONTRACTOR shall at all times keep Work site free from CONTRACTOR generated debris such as waste, rubbish, and excess materials and equipment caused by this work, at the least on a daily basis. CONTRACTOR shall not leave debris under, in, or about the Work site. Upon completion of CONTRACTOR's Work, CONTRACTOR shall clean all interior and exterior materials installed by CONTRACTOR, and any areas and surfaces where debris and/or over-spray has collected as a direct or indirect result of the CONTRACTOR's Work. If the project consists of any street improvements (paving / gutter and/or sidewalk surfaces), drain inlets and any pipeline facilities, such work shall also be free of any debris and sediments. CONTRACTOR shall be responsible for removing all hazardous waste from the job-site in containers provided by CONTRACTOR.
- (b) CONTRACTOR will provide dumpsters for the collecting and disposal of non-hazardous CONTRACTOR-generated waste from the Work EXCEPT as noted in the Contract Documents. CONTRACTOR shall be responsible for placing waste into such dumpsters. If CONTRACTOR fails to clean up, the DISTRICT shall do so and all of the costs thereof shall be charged to the CONTRACTOR.
- (c) The DISTRICT shall provide final cleaning after the CONTRACTOR's clean up has been completed and if not satisfactory to the DISTRICT, CONTRACTOR will be billed any cost incurred by the DISTRICT. CONTRACTOR's final cleaning shall include all clean-up as described in the summary of work.

ARTICLE 45. PATENTS, ROYALTIES, AND INDEMNITIES

- (a) The CONTRACTOR shall hold and save the DISTRICT and its governing board, officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the DISTRICT, unless otherwise specifically provided in the Contract Documents, to the extent such liability arises from the negligence or willful misconduct of the CONTRACTOR.

ARTICLE 46. GUARANTEE

- (a) CONTRACTOR warrants that the Work (which includes any equipment furnished by CONTRACTOR as part of the materials) shall:
 - (1) Be free from defects in workmanship and material; Be free from defects in any design performed by CONTRACTOR;

00700

**GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

- (2) Be new, and conform and perform to the requirements stated in the specifications and where detail requirements are not so stated, shall conform to applicable industry standards; and
 - (3) Be suitable for the use stated in the specifications.
- (b) The warranty period for discovery of defective Work shall commence on the date stamped on the Notice of Completion verifying County recordation and continue for the period set forth in the specifications or for one year if not so specified. If, during the warranty period, the Work is not available for use due to defective Work, such time of unavailability shall not be counted as part of the warranty period. The warranty period for corrected defective Work shall continue for a duration equivalent to the original warranty period.
- (c) DISTRICT shall give CONTRACTOR prompt written notice after discovery of any defective Work. CONTRACTOR shall correct any such defective Work, as well as any damage to any other part of the Work resulting from such defective Work, and shall provide repair, replacement, or reimbursement, at its sole expense, in a manner approved by the DISTRICT and with due diligence and dispatch as required to make the Work ready for use (without impact to the DISTRICT's operations) by DISTRICT, ordinary wear and tear, unusual abuse or neglect excepted. Such corrections shall include, but not be limited to, any necessary adjustments, modifications, changes of design (unless of DISTRICT's design), removal, repair, replacement or reinstallation, and shall include all necessary parts, materials, tools, equipment, transportation charges and labor as may be necessary, and cost of removal and replacement of Work shall be performed at a time and in such a manner so as to minimize the disruption to DISTRICT's use of the Work.
- (d) In the event of failure of CONTRACTOR or Surety to commence and pursue with diligence any such repairs or replacements within **five (5) days** after being notified in writing, DISTRICT is hereby authorized to proceed to have defects repaired or replaced and made good at the expense of the CONTRACTOR and the Surety who hereby agree to pay any costs and charges therefore immediately on demand.
- (e) If, in the opinion of the DISTRICT, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the DISTRICT or to prevent interruption of operations of the DISTRICT, the DISTRICT will attempt to give the written notice required by this Article. If the CONTRACTOR or Surety cannot be contacted or neither complies with the DISTRICT's requirements for correction within a reasonable time as determined by the DISTRICT, the DISTRICT may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the CONTRACTOR and Surety. Such action by the DISTRICT will not relieve the CONTRACTOR and Surety of the guarantees provided in this Article or elsewhere in the Contract Documents.
- (f) This Article does not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. CONTRACTOR shall furnish to DISTRICT two (2) hard copies plus 3 electronic copies on compact disc, and all appropriate guarantee or warranty certificates upon completion of the Project or upon request by DISTRICT.
- (g) All guarantees required under this Article shall be in writing on the Guarantee form included in the Contract Documents or as furnished by the DISTRICT.
- (h) CONTRACTOR shall provide to DISTRICT two (2) hard copies plus 3 electronic copies of instruction and maintenance manuals for all items that require same.

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

- (i) The rights and remedies outlined in this Article are in addition to all others available to the DISTRICT.

ARTICLE 47. DUTY TO PROVIDE COMPETENT WORKERS

- (a) CONTRACTOR and Subcontractors shall at all times enforce strict discipline and good order among their employees and shall not employ on the Work any person not skilled or competent in the work assigned to such person. It shall be the responsibility of CONTRACTOR to ensure compliance with this Article.
- (b) Any person in the employ of the CONTRACTOR or Subcontractors whom DISTRICT or ARCHITECT may deem incompetent, unfit, troublesome or otherwise undesirable shall be excluded from the Work site and shall not again be employed on it except with the written consent of DISTRICT.

ARTICLE 48. EMPLOYMENT OF LABOR/PREVAILING WAGE RATES

- (a) The Project is a public work, the Work shall be performed as a public work and pursuant to California Labor Code Section 1770 et seq., the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed for the Project. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at DISTRICT's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is adopted by this reference and shall be effective for the life of this Contract or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the CONTRACTOR and on any Subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.
- (b) The CONTRACTOR and any Subcontractor under the CONTRACTOR as a penalty to DISTRICT shall forfeit not more than Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion of a calendar day for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the CONTRACTOR or Subcontractor.
- (c) Nothing contained herein shall be deemed to supersede any applicable laws, orders, or regulations issued by competent authority governing wages, hours of work of the employment of labor, nor to condone any violation of such laws, orders, or regulations.
- (d) DISTRICT shall post at appropriate conspicuous weatherproof points on the site of the Project a schedule showing the Prevailing Wage Determinations published by the Director of the California Department of Industrial Relations, which are applicable to the Project.
- (e) The CONTRACTOR and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of the Contract or any subcontract, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by DISTRICT, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of

00700

**GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

Industrial Relations. CONTRACTOR and each Subcontractor shall comply with Labor Code section 1776. The CONTRACTOR and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner monthly or more frequently, if so specified in the Contract and in a format the Labor Commissioner prescribes.

- (f) For public works contracts awarded on and after January 1, 2015, those public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- (g) The CONTRACTOR shall be responsible for ensuring that the labor standards provisions are followed by its Subcontractors, and shall be responsible for the Labor Code violations of its Subcontractors.
- (h) It is the policy of the DISTRICT to strictly enforce the public works prevailing wage requirements set for in the California Labor Code. To that end, the CONTRACTOR and Subcontractors found to be repeat violators of the Labor Code are subject to debarment from bidding on, or being awarded, any public works construction contract to the extent provided by law.
- (i) As of March 1, 2015, the CONTRACTOR and any proposed Subcontractors shall not be qualified to submit a bid or to be listed in a bid or GMP proposal for the Project unless currently registered and qualified under California Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code.
- (j) As of April 1, 2015, the CONTRACTOR and any proposed Subcontractors shall not be qualified to enter into, or engage in the performance of, the Contract unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE 49. HOURS OF WORK

- (a) As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the CONTRACTOR or by any Subcontractor on any subcontract under the Contract upon the Work or upon any part of the Work contemplated by the Contract shall be limited and restricted by the Contract to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of CONTRACTOR in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- (b) The CONTRACTOR shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Work or any part of the Work contemplated by the Contract Documents. The record shall be kept open at all reasonable hours to the inspection of the DISTRICT and to the Division of Labor Standards Enforcement, Department of Industrial Relations. Daily reports shall be transmitted to the ARCHITECT/DISTRICT using the form provided in the Specification Section entitled "**FORMS AND REPORTS**" or on a form provided by the DISTRICT.
- (c) Pursuant to Labor Code Section 1813, the CONTRACTOR or subcontractor shall pay to the DISTRICT a penalty of twenty-five Dollars (\$25) for each worker employed in the execution of this Contract by the CONTRACTOR or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one

00700

**GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code. Regular work hours are deemed to be 7:00 a.m. to 3:30 p.m. Monday through Friday excluding holidays.

- (d) Any work performed after regular working hours, or on Saturdays, Sundays or other holidays shall be performed without additional expense to DISTRICT, unless DISTRICT has agreed to pay CONTRACTOR the premium portion of the overtime rate.
- (e) Should overtime work be required due to delays caused by CONTRACTOR, CONTRACTOR will be responsible for the costs associated with Supervision and Inspection by the DISTRICT. These costs will be deducted from the Contract Sum.

ARTICLE 50. PAYROLL RECORDS

- (a) Pursuant to the provisions of Labor Code Section 1776, the CONTRACTOR shall keep and shall cause each Subcontractor performing any portion of the Work under the Contract Documents to keep an accurate payroll record, showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR in connection with the Work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.

- (2) The employer has complied with the requirements of sections 1771, 1811 and 1815 for any work performed by his or her employees on the public works project.

- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the DISTRICT, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection upon request by the public or copies thereof made; provided, however, that a request by the public shall be made through either the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the CONTRACTOR, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the CONTRACTOR.

- (4) The form of certification shall be as follows:

I, _____ (Name-print), the undersigned, am _____
(position in business) with the authority to act for and on behalf of

00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT

_____(Name of business and/or
CONTRACTOR), certify under penalty of perjury that the records or copies thereof
submitted and consisting of _____
(description, number of pages) are the originals or true, full and correct copies of the
originals which depict the payroll record(s) of the actual disbursements by way of cash,
check, or whatever form to the individual or individuals named.

Dated: _____

Signature: _____

- (c) CONTRACTOR or subcontractor shall file a certified copy of the payroll records enumerated in subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request. In the event that the CONTRACTOR or subcontractor fails to comply within the 10-day period, the CONTRACTOR or subcontractor shall, as a penalty to the DISTRICT, forfeit twenty-five Dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this provision due to the failure of a subcontractor to comply.
- (d) Any copy of payroll records made available for inspection as copies and furnished upon request to the public by the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR awarded the Contract or the subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Labor Code section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fee and costs incurred in maintaining the action. An action may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing stated herein limits any other available remedies for a violation.
- (e) The CONTRACTOR shall inform the DISTRICT of the location of the payroll records enumerated under subdivision (a), including the street address, city and county, and shall, within five (5) working days, provide a written notice of a change of location and address.

ARTICLE 51. APPRENTICES

- (a) The CONTRACTOR acknowledges and agrees that, if the Contract Documents involve a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, the provisions of Labor Code Section 1777.5 govern the Contract Documents. It shall be the responsibility of the CONTRACTOR to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticing occupations.
- (b) Apprentices of any crafts or trades may be employed and, when required by Labor Code Section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

- (c) Every such apprentice shall be paid the prevailing wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.
- (d) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed on public works. The employment and training of each apprenticeship shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training or the rules and regulations of the California Apprenticeship Council.
- (e) Pursuant to Labor Code Section 1777.5, the CONTRACTOR and any Subcontractors employing workers in any apprenticeship craft or trade in performing any Work under the Contract Documents shall apply to the applicable joint apprenticeship committee for a certificate approving the CONTRACTOR or Subcontractor under the applicable apprenticeship standards for the employment and training of apprentices.
- (f) Every CONTRACTOR and Subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract Documents, the number of apprentices to be employed and the approximate dates the apprentices will be employed.
- (g) If the CONTRACTOR or Subcontractor willfully fails to comply with Labor Code Section 1777.5, then, upon a determination of noncompliance by the Chief of the Division of Apprenticeship Standards, it :
 - (1) may be denied the right to bid on any subsequent project for one year from the date of such determination and for a period of three years for any second or subsequent violation;
 - (2) shall forfeit as a penalty to the DISTRICT one hundred dollars (\$100) per day for each calendar day of noncompliance, which shall be withheld from any payment due or to become due under the terms of this Agreement and which may also be reduced or changed by the Chief to apprentice employment rather than a penalty; and
 - (3) shall forfeit as a penalty to the DISTRICT three hundred dollars (\$300) per day for each calendar day of noncompliance.
- (h) The CONTRACTOR and all Subcontractors shall comply with Labor Code Section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.
- (i) CONTRACTOR shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and Title 8, California Code of Regulations, Section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California. The responsibility of compliance with Article 51 is with the CONTRACTOR.

ARTICLE 52. LABOR - FIRST AID

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

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

ARTICLE 53. PROTECTION OF PERSONS AND PROPERTY

- (a) The CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Contract Documents and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the DISTRICT. The CONTRACTOR shall remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work. CONTRACTOR shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions. All Work shall be solely at the CONTRACTOR's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code Section 7105.
- (b) CONTRACTOR shall take, and require Subcontractors to take, all necessary precautions for the safety of workers and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to the Work site and to provide a safe and healthful place of employment. CONTRACTOR shall furnish, erect, properly maintain at all times, and remove as required by other scheduled activities, as directed by DISTRICT or ARCHITECT or as required by the conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. CONTRACTOR shall designate a responsible employee, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. The CONTRACTOR shall report the name and position of the person so designated in writing to DISTRICT. CONTRACTOR shall correct any violations of safety laws, standards, orders, rules, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, the CONTRACTOR at CONTRACTOR's expense shall correct such violation immediately.
- (c) In an emergency affecting safety of person or of Work or of adjoining property, CONTRACTOR, without special instruction or authorization from ARCHITECT or DISTRICT, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and CONTRACTOR shall so act if so authorized or instructed by ARCHITECT or DISTRICT. Any compensation claimed by CONTRACTOR on account of emergency work shall be determined by written agreement with the DISTRICT.
- (d) CONTRACTOR shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.
- (e) CONTRACTOR shall (unless waived by the DISTRICT in writing):
 - (1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; and perform work which may interfere with school routine before or after school hours; enclose working area with a substantial barricade; and arrange work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities.

00700

**GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

- (2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- (3) Deliver materials to the building area over the route designated by ARCHITECT.
- (4) When directed by DISTRICT, take preventive measures to eliminate objectionable dust caused by CONTRACTOR's work. Should the contractor not maintain proper dust control the DISTRICT will provide dust control with all costs being the responsibility of the CONTRACTOR.
- (5) Enforce all instructions of DISTRICT and ARCHITECT regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on construction site.
- (6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, an approved civil engineer at no cost to the DISTRICT shall replace them.

ARTICLE 54. NON-DISCRIMINATION

- (a) In the performance of the terms of this Agreement, CONTRACTOR agrees that it will not engage in nor permit such Subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

ARTICLE 55. SCHEDULE OF VALUES AND PROGRESS PAYMENT APPLICATIONS

- (a) CONTRACTOR shall furnish on a form approved by DISTRICT:
 - (1) Within **ten (10) days** of Notice to Proceed and commensurate with the specification section entitled **SCHEDULE OF VALUES**, provide a detailed preliminary estimate giving a complete breakdown of Contract Price for each area of the project and/or site, which shall include all Subcontractor/supplier agreements showing the dollar amounts of these agreements to justify the schedule of values, and showing separate line items for the material cost(s) and installation cost(s).
 - (2) A periodical itemized estimate of Work done for purpose of making partial payments thereon.
 - (3) Within **ten (10) days** of a request by DISTRICT, a schedule of estimated monthly payments which shall be due CONTRACTOR under the **Contract Documents**.
- (b) Values employed in making up any of these schedules are subject to the ARCHITECT's written approval and will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from contract price.
 - (1) Unless otherwise agreed in writing, payment for CONTRACTOR's mobilization costs shall be cost loaded as follows:

Contract Completion Percentage	Payment for Mobilization Percentage
When 5% of the Contract Sum is billed, then...	50% of mobilization cost can be billed.
When 10% of the Contract Sum is billed, then...	25% of mobilization cost can be billed.
When 20% of the Contract Sum is billed, then...	20% of mobilization cost can be billed.

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

When 50% of the Contract Sum is billed, then...	5% of mobilization cost can be billed.
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- (c) Materials included in the progress payments shall be stored properly and protected as required to prevent damage, including but not limited to, rust, dents, scratches, and decay. Materials stored on-site and subject to payment, shall be gated and secured to prevent theft and/or vandalism. When the CONTRACTOR requests payment for materials not incorporated in the Work, the following terms and conditions shall apply:
- (1) For permanent materials delivered to the project site, or stored in an approved location off-site, an allowance of one hundred percent (100%) of the material costs plus freight charges as invoiced and less retention may be made. The allowance will be based upon validated invoices or bills for such materials, including freight charges, and a copy thereof shall be made a part of the documented records for the project. All permanent materials approved for payment will have been tested by the DISTRICT for compliance with the requirements of the Contract Documents. Payment will only be made for permanent materials that conform to the requirements of the Contract Documents.
 - (2) No allowance shall be made for fuels, form lumber, false work, temporary structures, or other materials of any kind that will not become an integral part of the finished contraction.
 - (3) All permanent materials, for which an allowance is requested, shall be stored in an approved manner where damage is not likely to occur. If any of the store materials are lost or become damages in any manner, CONTRACTOR shall be responsible for repairing or replacement of such damaged materials. The value of the lost or damaged materials permanent materials shall be deducted from the CONTRACTOR's subsequent progress payments until replacement has been accomplished.
 - (4) Permanent materials, for which payment has been made, either wholly or partially, shall not be removed from the approved location until such time that it is incorporated into the Work, unless approved by the DISTRICT and/or the ARCHITECT.
 - (5) The following must accompany the written request for payment of stored materials, if required by the DISTRICT:
 - (A) Consent of the Surety specifying the material type and the bid items in which the material is to be used.
 - (B) Validating invoices showing that payment for the material has been made.
 - (C) A notarized statement from CONTRACTOR attesting that the invoices, as submitted do not include charges and/or fees for placing, handling, erecting or any other charges and/or markups other than the actual material cost, sales tax(es) if applicable, and freight charges.
 - (D) Bill of lading showing delivery of the material.
 - (E) Inspection test reports, and certifications if required by the Contract Documents.
 - (F) CONTRACTOR shall obtain a negotiable warehouse receipt, endorsed over to DISTRICT for materials and/or equipment stored in an off-site warehouse.
 - (G) Certificate of insurance clearly indicating that the materials or equipment is fully insured against theft, fire, vandalism, malicious mischief, as well as other coverage required under the Contract Documents.
 - (6) Nothing in these General Conditions shall be interpreted as requiring DISTRICT to pay for stored materials. DISTRICT shall decide on a case-by-case basis whether it will pay for stored materials. Some factors DISTRICT will consider are: CONTRACTOR's ability to meet the Project Schedule and milestones, the effectiveness of CONTRACTOR's quality

00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT

control plan, how record drawings are being maintained and kept up, the status of the material submittals, and the on-going cleanliness of the Project and the Project Site. No payment will be made for stored materials that have not been submitted and accepted.

- (7) If the permanent materials are stored off-site, CONTRACTOR must pay DISTRICT's representative's transportation and lodging to see the permanent materials.
- (8) Full title to the materials and/or equipment shall vest with DISTRICT at the time of delivery to the site, warehouse, or other storage location.
- (d) Commensurate with the Articles entitled PAYMENTS and WAIVER AND RELEASE FORMS and other requirements of the Contract, and upon receipt of the ARCHITECT's approval of the Request for Payment, the DISTRICT will subtract a sum equal to five percent (5%) of the value of the Work performed up to the last day of the previous month, less the aggregate of previous payments. The value of the Work completed shall be an estimate only. No inaccuracy or error in said estimate shall operate to release the CONTRACTOR, or any surety, from damages arising from such Work or from enforcing each and every provision of this Contract, and the DISTRICT shall have the right subsequently to correct any error made in any estimate for payment. The CONTRACTOR shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the DISTRICT concerning the Work, or any portion thereof, remains uncomplished. At any time after fifty percent (50%) of the Contract work has been completed and the DISTRICT's Board, in its sole discretion, finds that satisfactory progress is being made, the DISTRICT may choose not to subtract the retention from remaining payment requests, and upon receipt of the CONTRACTOR's bonding company letter of approval for such.
- (e) DISTRICT shall have the right, if necessary for the protection of the DISTRICT, to issue joint checks made payable to the CONTRACTOR and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. However, DISTRICT has no duty to issue joint checks. In no event shall any joint check payment be construed to create any contract between the DISTRICT and a Subcontractor of any tier, any obligation from the DISTRICT to such Subcontractor, or rights in such Subcontractor against the DISTRICT.

ARTICLE 56. CONTRACTOR CLAIMS

- (a) If the CONTRACTOR claims compensation for any damage sustained by reason of the acts of the DISTRICT or its agents, or if the CONTRACTOR disagrees with the DISTRICT's or Architect's decisions regarding a CONTRACTOR's Change Order Request (COR), the CONTRACTOR shall provide written "Notice" to the DISTRICT **within (5) days** of the earliest of the following events: (a) the Completion of the Work; (b) the thirtieth (30th) continuous day without labor by Contractor; or (c) Contractor's submission of a final payment application, and provide within **fourteen (14) days** of that event the factual basis supporting the claim (unless otherwise specified in writing by the DISTRICT). The written "Notice" shall state the summary points for which the factual basis will support the claim and cite in detail the Contract Documents (including plans and specifications) upon which the claim is to be based. CONTRACTOR's failure to notify the DISTRICT within such a period shall be deemed a waiver and relinquishment of such a claim. If such notice is given within the specified time, District shall respond in accordance with the procedures set forth herein. Refer to the Articles entitled, **"DEFINITIONS", "DISPUTES - CLAIMS PROCEDURE", "CHANGES AND EXTRA WORK", "NOTICE" and "WAIVER AND RELEASE FORMS"** for related Contract requirements.
- (b) In addition, on or before the end of the month for which the claim has been filed, the CONTRACTOR shall also file with the DISTRICT the **WAIVER AND RELEASE FORMS**, for

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

which the claim and the amount of the claim are identified. If the claim is not indicated on the **WAIVER AND RELEASE FORMS**, CONTRACTOR's claim shall be forfeited and invalidated and it shall not be entitled to consideration for time or payment on account of any such claim.

- (c) Pending final resolution of any Claim, unless otherwise agreed to in writing, the CONTRACTOR shall proceed diligently with performance of the Work, and the DISTRICT shall continue to make any undisputed payments in accordance with the Contract Documents.
- (d) The CONTRACTOR shall certify, at the time of submission of a claim, as follows:

I, _____, being the _____ (Must be an officer) of _____ (CONTRACTOR), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional cost and/or extension of time, and know its contents, and said claim is made in good faith; the supporting data is truthful, accurate and complete; that the amount requested accurately reflects the adjustment for which the CONTRACTOR believes the DISTRICT is liable; and further, that I am familiar with California Penal Code section 72 pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequences.

By: _____

CONTRACTOR understands and agrees that any claim submitted without this certification does not meet the terms of the Contract Documents, that DISTRICT or DISTRICT representatives, may reject the claim on that basis and that unless CONTRACTOR properly and timely files the claim with the certification, CONTRACTOR cannot further pursue the claim in any forum. A condition precedent will not have been satisfied.

- (e) Failure to request money based on costs, or time extensions, as part of a COR constitutes a complete waiver of CONTRACTOR's right to claim the omitted money or time. All money or time for an issue must be included in the COR at the time submitted.

ARTICLE 57. DISPUTES – CLAIMS PROCEDURE

- (a) Claims shall be handled pursuant to the procedures set forth in Public Contract Code section 9204, including claim, written response, payments, meet and confer conference, statement of disputed and undisputed portions after the meet and confer conference and non-binding mediation, and Government Code claim provisions as set forth below. In addition, for claims that are \$375,000 or less, the provisions of Public Contract Code section 20104 et. seq. also apply, to the extent they do not conflict with Public Contract Code section 9204.
 - (1) DISTRICT shall conduct a reasonable review of the claim and shall respond in writing to any written claim within 45 days of receipt of the claim. During that 45 day period, plus any extension, DISTRICT may request in writing additional documentation supporting the claim or relating to defenses to the claim the DISTRICT may have against the CONTRACTOR. DISTRICT shall review any additional documentation CONTRACTOR supplies in response to that request within the 45 day, plus any extension, timeline. After receipt of a claim, the 45-day period may be extended by DISTRICT and CONTRACTOR. The written response shall identify which portion of the claim is disputed and what portion is undisputed. If DISTRICT needs approval from its governing board to provide the written response, and the governing board does not meet within the 45 days or any extended period of time, then the DISTRICT shall have up to

00700

**GENERAL CONDITIONS for GENERAL
CONTRACTOR**

CLOVIS UNIFIED SCHOOL DISTRICT

three days after the next publicly noticed meeting of the governing board to provide the written response. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the DISTRICT issues the written response. DISTRICT's failure to respond to a claim within the above time periods or to otherwise meet the above time requirements shall result in the claim being deemed rejected in its entirety.

- (2) If the CONTRACTOR disputes the DISTRICT's written response, or the DISTRICT fails to respond within the time prescribed, the CONTRACTOR may so notify the DISTRICT, in writing, either within 15 days of receipt of the DISTRICT's response or within 15 days of the DISTRICT's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a written demand sent by registered or certified mail return receipt requested, the DISTRICT shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the DISTRICT and CONTRACTOR, the conference may take place during regularly scheduled Project meetings. If CONTRACTOR fails to timely notify the DISTRICT that it wishes to meet and confer, then CONTRACTOR will have waived all rights to (a) recover money or time on the issues for which a claim was required, (b) submit a Government Code claim for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. CONTRACTOR will not have satisfied a condition precedent or exhausted administrative remedies.
- (3) Within ten (10) business days after the conclusion of the meet and confer conference, the DISTRICT shall give a written statement to the CONTRACTOR 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 sixty (60) days after the DISTRICT issues the written statement. Within ten (10) business days of issuance of DISTRICT's written statement, CONTRACTOR shall identify in writing the disputed portion of the claim that shall be submitted to non-binding mediation (which may consist of any nonbinding process, including but not limited to neutral evaluation or a dispute review board), with the DISTRICT and CONTRACTOR sharing the costs equally. The DISTRICT and CONTRACTOR shall mutually agree to a mediator within ten (10) business days after the CONTRACTOR has identified in writing the disputed portion of the claim. If they cannot agree upon a mediator, then each shall select a mediator and those two mediators shall select a qualified neutral third party to mediate the disputed portion of the claim. (Each party shall bear the fees and costs its respective mediator charged in connection with the selection of the neutral mediator). The parties may mutually waive in writing the requirement for mediation. If CONTRACTOR fails to timely notify the DISTRICT in writing that it wishes to mediate pursuant to this paragraph, CONTRACTOR will have waived all right to further pursue the claim. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible. DISTRICT's failure to respond to the claim within the above time periods or to otherwise meet the above time requirements shall result in the claim being deemed rejected in its entirety.
- (4) If the claim or any portion remains in dispute after the mediation and CONTRACTOR wishes to pursue it, the CONTRACTOR must file a timely and proper Government Code claim. The filing of a Government Code claim is specifically required in addition to all contractual procedures described herein. Failure to timely file a Government Code claim shall act as complete waiver of CONTRACTOR's rights to (a) recover money or time on the issues for which a Government Code claim was required, and (b) initiate any action, proceeding or litigation for such money or time. CONTRACTOR will not have satisfied a condition precedent or exhausted administrative remedies. DISTRICT and

00700

**GENERAL CONDITIONS for GENERAL
CONTRACTOR**

CLOVIS UNIFIED SCHOOL DISTRICT

CONTRACTOR shall proceed with the Government Code claim according to Government Code, Section 900 et seq., and as otherwise permitted by law. For purposes of the applicable Government Code provisions, and as provided in Public Contract Code section 20104.2(e), the running of the time period within which a CONTRACTOR must file a Government Code claim shall be tolled from the time the CONTRACTOR submits a written claim until the time that the claim is denied.

- (a) Despite submission or rejection of a COR or claim, the CONTRACTOR shall proceed diligently with performance of the Work as directed by DISTRICT, and the DISTRICT shall continue to make any undisputed payments in accordance with the Contract Documents.
- (b) All meetings and correspondence relative to disputes and claims, which involve offers of good faith and negotiations, are subject to the Evidence Code section 1152 exclusions.

ARTICLE 58. PAYMENTS

- (a) Each month, on a date to be determined by the DISTRICT, the CONTRACTOR shall be entitled to submit a progress payment invoice for unpaid Work provided to the DISTRICT. The invoice shall be on a form approved and/or provided by the DISTRICT and submitted to the PROJECT INSPECTOR for review. Within **seven (7) days** of submission, the ARCHITECT will review the CONTRACTOR's invoice for legitimacy, and if any corrections or adjustments are required, CONTRACTOR shall be required to resubmit the corrected invoice within **three (3) days** of the request. Upon receipt of the corrected invoice, the ARCHITECT will verify the corrections. DISTRICT, within **thirty (30) days** after receipt of the invoice from the ARCHITECT shall pay the CONTRACTOR a sum equal to ninety-five percent (95%) of value of the CONTRACTOR's invoice. Payments for Change Order items can be included in the CONTRACTOR's invoice, that is after the Change Order has been fully executed and approved by the DISTRICT Governing Board and/or authorized representative. ARCHITECT will endeavor to provide DISTRICT with signed copies of the CONTRACTOR's invoice on or before **seven (7) days** of receipt from CONTRACTOR. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or Surety from any damages arising from such work or from enforcing each and every provision of the Contract Documents, and DISTRICT shall have the right subsequently to correct any error made in any estimate for payment. CONTRACTOR SHALL NOT BE ENTITLED TO HAVE ANY PAYMENT ESTIMATES PROCESSED OR BE ENTITLED TO HAVE ANY PAYMENT FOR WORK PERFORMED SO LONG AS ANY LAWFUL OR PROPER DIRECTION CONCERNING WORK, OR ANY PORTION THEREOF, GIVEN BY THE DISTRICT OR ARCHITECT REMAINS UNCOMPLIED WITH BY THE CONTRACTOR.
- (b) DISTRICT has discretion to require from the CONTRACTOR any of the following information with the application for payment:
 - (1) certified payroll covering the period of the prior application for payment;
 - (2) unconditional waivers and releases from all Subcontractors/suppliers for which payment was requested under the prior application for payment;
 - (3) receipts or bills of sale for any items.
 - (4) Signature of the Inspector, confirming that the maintenance of the Record Drawings is being kept up-to-date, and that the Record Drawings are not being used as a construction set.
- (c) Before payment is made hereunder, a certificate in writing shall be signed by the Project Inspector stating the Contract Documents have been adhered to and to confirm the estimates in the certification of application for payment, then submitted to the ARCHITECT. The ARCHITECT shall state the work for which the payment is claimed has been performed in general conformance with the terms of the Contract Documents and that the amount stated in

**GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

the certificate is due under the terms of the Contract Documents, in which the certificate shall be attached to and made a part of the application made and filed with the DISTRICT, provided that if the ARCHITECT or the Project Inspector shall, within **three (3) days** after written demand therefore, fail to deliver such certificate to the DISTRICT, the CONTRACTOR may file its application with the DISTRICT without said certificate, but together with such application shall file a statement that demand was made for such certificate and that the same was refused. Thereupon, the DISTRICT will either allow said application as presented or shall reject all or part of it. It is understood, moreover, that the certificate of the ARCHITECT shall not be conclusive upon the DISTRICT, but shall be advisory only.

- (d) NO PAYMENT BY DISTRICT HEREUNDER SHALL BE INTERPRETED SO AS TO IMPLY THAT DISTRICT HAS INSPECTED, APPROVED, OR ACCEPTED ANY PART OF THE WORK. The final payment of five percent (5%) of the value of the Work done under the Contract Documents, if unencumbered, shall be made **thirty-five (35) days** after recording by the DISTRICT of the Notice of Completion. ACCEPTANCE WILL BE MADE ONLY BY ACTION OF THE GOVERNING BOARD OF DISTRICT.
- (e) Unless otherwise provided, on or before making request for final payment of the undisputed amount due under the Contract Documents, CONTRACTOR shall submit to DISTRICT, in writing a summary of all claims for compensation under or arising out of the Contract Documents which were timely filed. The acceptance by CONTRACTOR of the payment of the final amount shall constitute a waiver of all claims against DISTRICT under or arising out of the Contract Documents, except those previously made, in a timely manner and in writing, and identified by CONTRACTOR as unsettled at the time of CONTRACTOR's final request for payment.

ARTICLE 59. CHANGES AND EXTRA WORK

- (a) DISTRICT may, as provided by law and without affecting the validity of the Contract Documents, order changes, modifications, deletions, and extra work by issuance of written change orders from time to time during the progress of the Project, with the Contract Sum and time being adjusted accordingly. All such work shall be executed under conditions of the original Contract Documents. DISTRICT has discretion to order changes on a "Unit Price," "Negotiated Sum," or "Time and Material" basis with adjustments to time made after CONTRACTOR has justified the impact on the critical path of the Project. The following records shall also be kept by CONTRACTOR:
 - (1) CONTRACTOR shall maintain its records in such a manner as to provide a clear distinction between the direct costs of any extra work and/or deductive work and the original Contract Work. This requirement pertains to the costs for wholly or partially approved Change Order Requests (COR's), Construction Change Directives (CCD's), Change Orders (CO's) and work CONTRACTOR considered to be potential Change Orders.
 - (2) CONTRACTOR shall furnish within seven (7) days after the Notice to Proceed, a complete listing of CONTRACTORS and Subcontractors hourly labor rates, indicating the direct hourly wage rate, payroll taxes and insurance costs.
- (b) Notwithstanding any other provision in the Contract Documents, the adjustment in the Contract Sum, if any, and the adjustment in the Contract Time, if any, set out in a change order shall constitute the entire compensation and/or adjustment in the Contract Time due CONTRACTOR arising out of the change in the work covered by the change order unless otherwise provided in the change order. The amount of the compensation due CONTRACTOR shall be calculated pursuant to **subparagraph (e)** of this Article. The entire compensation shall not include any additional charges not set forth in **subparagraph (e)** and shall not include delay damages (due

00700

**GENERAL CONDITIONS for GENERAL
CONTRACTOR**

CLOVIS UNIFIED SCHOOL DISTRICT

to processing of a change order, refusal to sign a change order) indirect, consequential, and incidental costs including any Project management costs, extended home office and field office overhead, administrative costs and profit other than those amounts authorized under **subparagraph (e)** of this Article.

- (c) In giving instructions, ARCHITECT shall have authority to make minor changes in the Work, not involving a change in cost, and not inconsistent with the purposes of the Project. The DISTRICT's authorized representative may authorize changes in work involving a change in cost and/or time. Except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from DISTRICT, authorized by DISTRICT'S representative, and no claim for addition to Contract Sum shall be valid unless so ordered.
- (d) If the ARCHITECT determines that work required to be done constitutes extra work outside the scope of the Contract Documents, the ARCHITECT shall issue a request for a detailed proposal (RFP) or issue a Construction Change Directive (CCD) to the CONTRACTOR. CONTRACTOR will respond with a detailed proposal (COR) upon receipt of the RFP or CCD within fourteen (14) days of receipt of such documents. If the work is to be performed by a Subcontractor, CONTRACTOR must include a detailed bid from the Subcontractor.
- (e) Value of any such extra work, change, or deduction shall be determined at the discretion of DISTRICT in one or more of the following ways:
 - (1) By "**Unit Prices**" contained in CONTRACTOR's original bid and incorporated in the Contract Documents or fixed by subsequent "**Negotiated Sum**" agreement between DISTRICT and CONTRACTOR.
 - (2) By cost of labor and material and percentage for overhead and profit ("**time and material**"). If the value is determined by this method the following requirements shall apply:
 - (A) Daily Reports by CONTRACTOR.
 - (i) General. At the close of each working day, the CONTRACTOR shall submit a daily report to the Inspector, on forms approved by the DISTRICT, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized concerning extra work items, including any schedule delay days required. An attempt shall be made to reconcile the report daily, and the Inspector and the CONTRACTOR shall sign it. In the event of disagreement, pertinent notes shall be entered by each party to explain points that cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the CONTRACTOR. The CONTRACTOR shall organize and forward copies of the CONTRACTOR's and Inspector's reports to the ARCHITECT upon the completion of each "Time and Material" activity. ANY REPORTS NOT SUBMITTED IN A TIMELY MANNER AND NOT SIGNED BY THE INSPECTOR SHALL NOT BE CONSIDERED AS A PART OF THE COSTS CONSIDERED FOR THE CHANGE ORDER. THE CONTRACTOR SHALL NOTIFY THE INSPECTOR PRIOR TO STARTING THE WORK EACH DAY.
 - (ii) Labor. The report shall show names of workers, classifications, and hours worked and hourly rate. Project Superintendent expenses are not allowed.
 - (iii) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of **\$250** or less or where an invoice is not provided.

00700

**GENERAL CONDITIONS for GENERAL
CONTRACTOR**

CLOVIS UNIFIED SCHOOL DISTRICT

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental sources, or distributors, at the time the work is performed. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the DISTRICT than holding it at the Work site, it shall be returned, unless the CONTRACTOR elects to keep it at the Work site at no expense to the DISTRICT.

All equipment shall be acceptable to the ARCHITECT, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

- (iv) Equipment. The report shall show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, and hourly/daily cost.
- (v) Other Services and Expenditures. Other services and expenditures shall be described in such detail as the DISTRICT may require.

(B) Basis for Establishing Costs

- (i) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft classification or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. In no event shall the total cost of all employer payments exceed 20% of the actual cost for wages. The use of labor classifications, which would increase the extra work cost, will not be permitted unless the CONTRACTOR establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
- (ii) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the Work site in the quantities involved, plus sales tax, freight and delivery. The DISTRICT reserves the right to approve materials and sources of supply, or to supply materials to the CONTRACTOR if necessary for the progress of the Work. No markup shall be applied to any material provided by the DISTRICT.
- (iii) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$250 or less or where an invoice is not provided. Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental source, or distributors, at the time the work is performed. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs, and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used

00700

**GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

intermittently and, when not in use, could be returned to its rental source at less expense to the DISTRICT than holding it at the Work site, it shall be returned, unless the CONTRACTOR elects to keep it at the Work site at no expense to the DISTRICT. All equipment shall be acceptable to the ARCHITECT, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

- (iv) Other Items. The DISTRICT may authorize other items, which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work and which are of a type not ordinarily available from the CONTRACTOR or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.
 - (v) Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the request for payment. If invoices or other documentation does not substantiate the request, the DISTRICT may establish the cost of the item involved at the lowest price, which was current at the time of the report.
- (3) The following form for "**EXTRA WORK and/or DEDUCTIVE WORK**" and the "**OVERHEAD & PROFIT (O&P) PERCENTAGE SCHEDULE**" shall be used as applicable by the provision in the Contract Documents, the CONTRACTOR shall provide written "Notice" to the DISTRICT **within five (5) days** after sustaining of such damage, or being notified of an adverse decision, and provide within **fourteen (14) days** of the event the factual basis supporting the claim (unless otherwise specified). The written "Notice" shall state the summary points for which the factual bases will support the claim and cite in detail the Contract Documents (including plans and specifications) upon which the claim is to be based. CONTRACTOR's failure to notify the DISTRICT within such a period shall be deemed a waiver and relinquishment of such a claim. If such notice is given within the specified time, the procedure for its consideration shall be as stated above in these General Conditions. Refer to the Articles entitled, "**DEFINITIONS**," "**CONTRACTOR CLAIMS**," "**DISPUTES – CLAIMS PROCEDURE**," "**NOTICE**" and "**WAIVER AND RELEASE FORMS**" for related Contract requirements. The claim, once submitted, shall be a "Certified Claim."

In addition, on or before the end of the month for which the claim has been filed, the CONTRACTOR shall also file with the DISTRICT the **WAIVER AND RELEASE FORMS**, for which the claim and amount of the claim is identified. If the claim is not indicated on the **WAIVER AND RELEASE FORMS**, CONTRACTOR's claim shall be forfeited and invalidated and it shall not be entitled to consideration for time or payment on account of any such claim.

- (4) If DISTRICT and CONTRACTOR fail to agree to the quantification of costs and/or time to be placed into a Change Order, the DISTRICT at its own discretion may issue a Construction Change Directive (CCD) for those costs and/or time impacts that is deemed appropriate for the changed work conditions. Notwithstanding the lack of agreement upon a Change Order, the CONTRACTOR shall proceed immediately with the changed work upon receipt of a CCD. If CONTRACTOR disputes the CCD, CONTRACTOR may make a claim pursuant to the Article entitled "**DISPUTES**".

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00700

**GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

FORM FOR EXTRA WORK AND/OR DEDUCTIVE WORK

SUBCONTRACTOR WORK (list each if more than one)		ADDITIVE	DEDUCTIVE
1	SUBCONTRACTOR LABOR TOTAL ①	\$ _____	\$ _____
2	SUBCONTRACTOR MATERIAL TOTAL ①,	\$ _____	\$ _____
3	SUBCONTRACTOR EQUIPMENT TOTAL ①,	\$ _____	\$ _____
4	SUBTOTAL #1 (LINES 1, 2 & 3)	\$ _____	\$ _____
5	SUBCONTRACTOR'S OVERHEAD AND PROFIT FOR SUBTOTAL #1 (LINE 4) ③	\$ _____	\$ _____
6	SUBTOTAL #2 (LINES 4 & 5) ③	\$ _____	\$ _____

CONTRACTOR'S WORK		ADDITIVE	DEDUCTIVE
7	CONTRACTOR LABOR TOTAL ①	\$ _____	\$ _____
8	CONTRACTOR MATERIAL TOTAL ①,	\$ _____	\$ _____
9	CONTRACTOR EQUIPMENT TOTAL ①,	\$ _____	\$ _____
10	SUBTOTAL #3 (LINES 7, 8 & 9)	\$ _____	\$ _____
11	CONTRACTOR'S OVERHEAD AND PROFIT FOR SUBTOTAL #3 (LINE 10) ③	\$ _____	\$ _____
12	CONTRACTOR'S OVERHEAD AND PROFIT FOR SUBTOTAL #2 (LINE 6) ③	\$ _____	\$ _____
13	SUBTOTAL #4 (LINES 10, 11 & 12)	\$ _____	\$ _____

14	SUM OF SUBTOTALS #2 & #4	\$ _____	\$ _____
15	CONTRACTOR'S BOND	\$ _____	\$ _____
16	NET TOTAL FOR C.O.R. (5) ④	\$ _____	

①: Attach itemized list(s) indicating hours, rates, material quantity, material costs, and unit costs

②: Include the cost for taxes.

③: Refer to the Overhead and Profit Schedule

④: Contractor's bond and liability insurance premium, if in fact actual bonds and insurance are to be purchased. Total costs shall not exceed 2% of the Net Total (line 16). Refer to the O&P Schedule.

(5) Includes all direct and indirect costs, including but not limited to, acceleration, cumulative effect of the change(s), expediting the Work, Fragnets, etc.

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

NOTE: OVERHEAD AND PROFIT SHALL BE CALCULATED ON THE NET AMOUNT OF THE CHANGE ORDER

OVERHEAD & PROFIT (O&P) PERCENTAGE SCHEDULE

- (i) Refer to the O&P Schedule below. The cost of the work does not include the overhead and profit mark-up's.
- (ii) For all work, the CONTRACTOR's Bond and Liability Insurance Premium may be added in onto the "Form for EXTRA WORK and/or DEDUCTIVE WORK."
- (iii) The O&P Schedule shall be used for "Negotiated Sum" and/or "Time and Materials" work. Unit Price work shall not have the overhead and profit mark-up applied to the work, on the basis that the Unit Price includes overhead and profit margins.

	Work by Subcontractor less than or equal to \$2,500	Work by Subcontractor more than \$2,500	Work by CONTRACTOR less than or equal to \$2,500	Work by CONTRACTOR more than \$2,500
Subcontractor Overhead & Profit	20%	15%		
CONTRACTOR Overhead & Profit	10% Excluding Bond Premium	5% Excluding Bond Premium	15% Excluding Bond Premium	10% Excluding Bond Premium
Total Overhead and Profit, not to exceed:	30%	20%	15%	10%

- (4) For "Negotiated Sum" and "Time and Material" pricing methods, the specified overhead and profit figures are defined and are agreed to include, but not limited to, the following:

- (A) Home office administration costs
- (B) Job site administration costs
- (C) Small tools (Less than \$250 capital cost per item)
- (D) Project staff and company vehicles
- (E) Change Order preparation, procurement and set-up (including all payroll costs and fringe benefits), estimating, supervising, expediting, drafting, and clerical/secretarial services.
- (F) As-Built Drawing maintenance
- (G) General Supervision of the work (Direct Supervision may be included)
- (H) Time & Material documentation procedures
- (I) The handling, transportation and warehousing of materials other than direct identifiable cost of specific deliveries, or as included in the price of the material.
- (J) Time Extension request or recovery schedule preparation

- (5) IT IS EXPRESSLY UNDERSTOOD THAT THE VALUE OF SUCH EXTRA WORK OR CHANGES, AS DETERMINED BY ANY OF THE AFOREMENTIONED METHODS, EXPRESSLY INCLUDES ANY AND ALL OF CONTRACTOR'S COSTS AND EXPENSES, BOTH DIRECT AND INDIRECT, RESULTING FROM ADDITIONAL TIME REQUIRED ON THE PROJECT, OR RESULTING FROM DELAYS TO THE PROJECT, INCLUDING BUT NOT LIMITED TO ACCELERATION, CUMULATIVE AFFECT OF THE CHANGE(S), EXPEDITING THE WORK, ETC.

- (f) If the CONTRACTOR should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates the DISTRICT to pay additional

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

compensation to CONTRACTOR or to grant an extension of time, or constitutes a waiver of any provision in the Contract Documents, the CONTRACTOR shall provide written "Notice" to the DISTRICT **within five (5) days** after sustaining of such damage, or being notified of an adverse decision, and provide **within fourteen (14) days** of the event the factual basis supporting the claim (unless otherwise specified). The written "Notice" shall state the summary points for which the factual bases will support the claim and cite in detail the Contract Documents (including plans and specifications) upon which the claim is to be based. CONTRACTOR's failure to notify the DISTRICT within such a period shall be deemed a waiver and relinquishment of such a claim. If such notice is given within the specified time, the procedure for its consideration shall be as stated above in these General Conditions. Refer to the Articles entitled, "**DEFINITIONS,**" "**CONTRACTOR CLAIMS,**" "**DISPUTES - ARCHITECT'S DECISIONS,**" "**NOTICE**" and "**WAIVER AND RELEASE FORMS**" for related Contract requirements. The claim, once submitted, shall be a "Certified Claim."

In addition, on or before the end of the month for which the claim has been filed, the CONTRACTOR shall also file with the DISTRICT the **WAIVER AND RELEASE FORMS**, for which the claim and the amount of the claim are identified. If the claim is not indicated on the **WAIVER AND RELEASE FORMS**, CONTRACTOR's claim shall be forfeited and invalidated and it shall not be entitled to consideration for time or payment on account of any such claim.

- (g) If DISTRICT and CONTRACTOR fail to agree to the quantification of costs and/or time to be placed into a Change Order, the DISTRICT at its own discretion may issue a Construction Change Directive (CCD) for those costs and/or time impacts that is deemed appropriate for the changed work conditions. Notwithstanding the lack of agreement upon a Change Order, the CONTRACTOR shall proceed immediately with the changed work upon receipt of a CCD. If CONTRACTOR disputes the CCD, CONTRACTOR may make a claim pursuant to the Article entitled "**DISPUTES.**"

ARTICLE 60. COMPLETION

- (a) Statutory definitions of "completion" and "complete" shall apply for those statutory purposes. For accrual of liquidated damages, Claim and warranty purposes, "completion" and "complete" mean the point in the Project where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) DISTRICT's representatives have conducted a final inspection that confirmed this performance. "Substantial" or any other form of partial or non-compliant performance of the Work shall not constitute "completion" or "complete" under the Contract Documents.
- (b) The DISTRICT shall accept completion of the Contract and have the Notice of Completion recorded when the entire Work including CONTRACTOR's punch list(s) and ARCHITECT's final review comments shall have been completed to the satisfaction of the DISTRICT. The Work may only be accepted as complete by action of the DISTRICT's Governing Board.
- (c) However, the DISTRICT, through action by the Governing Board, at its sole option, may accept completion of the Contract and have the Notice of Completion recorded when the entire Work including individual portions of the Work shall have been completed to the satisfaction of the DISTRICT, except for minor corrective and/or incomplete items.
- (d) A final walk through to determine completion of the Contract and to record the Notice of Completion shall occur only upon a valid claim by CONTRACTOR that the Project is complete except for minor corrective and/or incomplete items. Any erroneous claims of completion by CONTRACTOR resulting in a premature walk through shall be at CONTRACTOR's sole cost and expense and DISTRICT shall make adjustments to the contract price by reducing the amount thereof to pay for any costs incurred by the DISTRICT due to the erroneous claims by

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

the CONTRACTOR that the Project is complete. Minor corrective and/or incomplete items shall be identified in the final walk through of the Project.

- (e) If the CONTRACTOR fails to complete the minor corrective and/or incomplete items prior to the expiration of the **thirty-five (35) day** period immediately following recording of the Notice of Completion, the DISTRICT shall withhold from the final payment an amount equal to **150% of the estimated cost**, as determined by the DISTRICT, of each item until such time as the item is completed. At the end of such **thirty-five (35) day** period, if there are items remaining to be corrected and/or completed, the DISTRICT may elect to proceed as provided in the Article entitled "**ARTICLE 64. PAYMENTS WITHHELD.**"
- (f) Regardless of the cause therefore, the CONTRACTOR may not maintain any claim or cause of action against the DISTRICT for damages incurred as a result of its failure or inability to complete its work in a shorter period than established in the Contract Documents, the parties stipulating that the period set forth in the Contract Documents is a reasonable time within which to perform the Work.

ARTICLE 61. FAILURE TO PERFORM / DELAYED PERFORMANCE OF WORK

- (a) If CONTRACTOR defaults or neglects to carry out the Work in accordance with the requirements of the Contract Documents, the DISTRICT may, after providing two (2) working days written notice to CONTRACTOR, without prejudice to any other remedy it may have, order the CONTRACTOR to stop the Work or any portion thereof, until the cause for such order has been eliminated. The right of the DISTRICT to stop the Work shall not give rise to a duty on the part of the DISTRICT to exercise this right for the benefit of the CONTRACTOR or any other person or entity. The DISTRICT shall adjust the Contract Sum by reducing the amount thereof by the cost of correcting such deficiencies. If DISTRICT in its sole discretion decides not to correct work not done in accordance with the Contract Documents, it may instead reduce the Contract Sum in an amount commensurate with the damages caused by the deficiencies.
- (b) DISTRICT shall not be liable for any delays or damages related to the time required to obtain government approvals.
- (c) Costs, expenses and damages caused by delays, improperly timed activities, defective construction, or damages to another contractor's work shall be borne by the party responsible. Should CONTRACTOR cause damage to the work or property of any separate contractor, or cause any delay to any such contractor, the CONTRACTOR shall defend, indemnify, and hold DISTRICT harmless for such damage or delay. DISTRICT may backcharge CONTRACTOR for delay or damage to another contractor's work or damage to another contractor's property.

ARTICLE 62. CORRECTION OF WORK

- (a) If it is found at any time, before or after completion of the Work, that the CONTRACTOR has varied from the drawings and/or specification and/or Contract Documents, in materials, quality, form or finish, or in the amount of value of the materials and labor used, the ARCHITECT shall make a recommendation:
 - (1) that all such improper work should be removed, remade and replaced, and all work disturbed by these changes be made good at the CONTRACTOR'S expense; ("Option 1"); or
 - (2) that the DISTRICT deduct from any amount due CONTRACTOR, the sum of money equivalent to the difference in value between the work performed and that called for by the drawings and specifications and Contract Documents ("Option2").. ARCHITECT shall determine such difference in value.

00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT

The DISTRICT may, at its option, choose -either Option 1 or Option 2.

- (b) In the event that the District chooses Option 1, CONTRACTOR shall promptly remove all work identified by DISTRICT as failing to conform to the drawings, specifications, and Contract Documents, whether incorporated or not. CONTRACTOR shall promptly replace and re-execute its own work to comply with the drawings, specifications, and Contract Documents without additional expense to DISTRICT and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- (c) If CONTRACTOR does not remove such work within a reasonable time, fixed by written notice, DISTRICT may remove it and may store the material at CONTRACTOR'S expense. If CONTRACTOR does not pay expenses of such removal within **ten (10) days'** time thereafter, DISTRICT may, upon **ten (10) days** written notice, deduct the amount of the removal and repair from the Contract amount.

ARTICLE 63. EXTENSION OF TIME - LIQUIDATED DAMAGES

- (a) The CONTRACTOR and DISTRICT hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. CONTRACTOR shall be assessed the sum as set forth in the **Agreement**, as liquidated damages for each and every day the Work required under the Contract Documents remains unfinished past the time for completion, as set forth in the **Agreement**, and any extensions of time granted by the DISTRICT to the CONTRACTOR under the terms of the Contract Documents. The CONTRACTOR will pay to the DISTRICT or DISTRICT may retain from amounts otherwise payable to the CONTRACTOR, said amount for each day after failure to meet the requirements of the contract completion as scheduled in the Agreement. For purposes of this article, the Work shall be considered "complete" in accordance with the provisions of Article entitled "**COMPLETION**," except that the Work may be considered complete without formal acceptance by the DISTRICT Governing Board so long as the Governing Board, at its next regularly scheduled meeting, accepts the Work.
- (b) CONTRACTOR shall not be charged for liquidated damages, as set forth above, because of any delays in completion of Work which are not the fault or negligence of CONTRACTOR, including but not restricted to acts of God as set forth herein. As soon as CONTRACTOR become aware of the delay and no later than **fourteen (14) days** from the commencement of the delay, CONTRACTOR shall notify DISTRICT in writing of causes of delay in accordance with the Contract scheduling specifications. CONTRACTOR shall provide documentation and justification to substantiate the delay and its relation to the Project's critical path. Extension of time shall apply only to that portion of Work affected by the delay, and shall not apply to other portions of Work not so affected.

ARTICLE 64. PAYMENTS WITHHELD

- (a) In addition to any amount which DISTRICT may retain under the Article entitled "**COMPLETION**" and the Article entitled "**PAYMENTS**," DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to CONTRACTOR, as in its judgment may be necessary to cover:
 - (1) Payments which may be past due and payable for just claims against CONTRACTOR or any Subcontractors, or against and about the performance of work on the Project, including, without limitation, payments made pursuant to the Article entitled "**TIMELY PAYMENTS BY CONTRACTOR**."

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

- (2) The cost of defective work which CONTRACTOR has not remedied.
- (3) Liquidated damages assessed against CONTRACTOR.
- (4) Penalties for violation of labor laws and/or deficient certified payroll.
- (5) The cost of materials ordered by the DISTRICT pursuant to the Article entitled "MATERIALS AND WORK."
- (6) The cost of completion of the Contract if there exists a reasonable doubt that the Contract can be completed for the balance then unpaid to CONTRACTOR.
- (7) Damage caused by CONTRACTOR to another contractor or Subcontractor.
- (8) Site clean-up as provided in the Article entitled "CLEANING UP."
- (9) Payments to indemnify, defend, or hold harmless the DISTRICT.
- (10) Any payments due to the DISTRICT including but not limited to payments for failed tests, utilities, or imperfections.
- (11) Extra services for ARCHITECT, including but not limited to, services rendered in the evaluation of CONTRACTOR substitution requests, Requests For Information (RFI's), Change Order Requests (COR's) and Claims.
- (12) Extra services for the INSPECTOR including but not limited to re-inspection required due to CONTRACTOR's failed tests or installation of unapproved or defective materials and CONTRACTOR's requests for inspection and CONTRACTOR's failure to attend the inspection.
- (13) Record Documents and other Contract-required documents.
- (14) Submission of daily reports and completeness thereof.
- (15) Breach of any provision of the Contract Documents.
- (16) Stop Payment Notices. For any stop payment notice, the DISTRICT shall withhold the amount stated in the stop payment notice plus an amount to provide for the public entity's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, DISTRICT has the right to permanently withhold for any reasonable cost of litigation for that stop payment notice, even if it exceeds the amount originally withheld by DISTRICT for the estimated reasonable cost of litigation. However, if (1) the CONTRACTOR at its sole expense provides a bond or other security satisfactory to the DISTRICT in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the DISTRICT, which protects the DISTRICT against such claim, and (2) the DISTRICT chooses to accept the bond, then DISTRICT would release the stop payment notice funds withheld to the CONTRACTOR, except that DISTRICT may permanently withhold for any reasonable cost of litigation. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties.

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

- (b) If the above grounds are in the opinion of the DISTRICT removed by or at the expense of CONTRACTOR, payment shall be made for amounts withheld because of them.
- (c) DISTRICT may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, DISTRICT shall make such payments on behalf of CONTRACTOR. If any payment is so made by DISTRICT, then such amount shall be considered as a payment made under contract by DISTRICT to CONTRACTOR and DISTRICT shall not be liable to CONTRACTOR for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. DISTRICT will render CONTRACTOR an accounting of such funds disbursed on behalf of CONTRACTOR.
- (d) As an alternative to payment of such claims or obligations, DISTRICT, in its sole discretion, may reduce the total contract price or set-off the amount against payments due.

ARTICLE 65. EXCISE TAXES

- (a) If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the DISTRICT, upon request, will execute documents necessary to show:
 - (1) that the DISTRICT is a political subdivision of the State for the purposes of such exemption and
 - (2) that the sale is for the exclusive use of the DISTRICT. No excise tax for such materials shall be included in any bid price.

ARTICLE 66. NO ASSIGNMENT

- (a) The CONTRACTOR shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or of its rights, title, or interest in or to the same or any part thereof. If the CONTRACTOR assigns, transfers, conveys, sublets or otherwise disposes of the Contract or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Contract may, at the option of the DISTRICT, be terminated, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.

ARTICLE 67. NOTICE

- (a) Any notice from one party to the other or otherwise under the Contract shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners, and copied to the ARCHITECT:
 - (1) If notice is given to DISTRICT, by personal delivery thereof to DISTRICT or by deposit in the United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified or overnight mail with postage prepaid;
 - (2) If notice is given to CONTRACTOR, by personal delivery thereof to said CONTRACTOR or to CONTRACTOR's superintendent at the site of the Project, or by deposit in the United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

conduct of work under this Agreement, and sent by registered or certified or overnight mail with postage prepaid;

- (3) If notice is given to the surety or other persons, by personal delivery to such surety or other person or by deposit in the United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by the surety or other person to the party giving notice, and sent by registered or certified or overnight mail with postage prepaid.

ARTICLE 68. NO WAIVER

- (a) The failure of the DISTRICT in any one or more instances to insist upon strict performance of any of the terms of the Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

ARTICLE 69. NON-UTILIZATION OF ASBESTOS MATERIAL

- (a) The CONTRACTOR will be required to execute and submit a Certificate regarding Non-Asbestos Containing Materials.
- (b) Should asbestos containing materials be installed by the CONTRACTOR in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontamination and removal will meet the following criteria:
 - (1) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
 - (2) The asbestos removal CONTRACTOR shall be an EPA accredited CONTRACTOR qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
 - (3) The asbestos consultant shall be chosen and approved by the DISTRICT who shall have sole discretion and final determination in this matter.
 - (4) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- (c) Cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal CONTRACTOR, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs as may be incurred by the DISTRICT shall be borne entirely by the CONTRACTOR.
- (d) Hold Harmless: Interface of Work for the Project with work containing asbestos shall be executed by the CONTRACTOR at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, the CONTRACTOR acknowledges the above and agrees to hold harmless the DISTRICT, its Governing Board, employees, agents, and ARCHITECT and assigns for all asbestos liability which may be associated with this work. The CONTRACTOR further agrees to instruct its employees with respect to the above mentioned standards, hazards, risks and liabilities.

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

ARTICLE 70. STUDENT SAFETY ALLOWANCES

- (a) Requirements for Contact with Students: Contractor shall comply with Education Code section 45125.2 and this Article. If Contractor's employee(s), agent(s) or subcontractor(s) will have more than limited contact with students, then Contractor must take one or more of the following steps:
- (1) Install a physical barrier at the worksite to limit contact with pupils.
 - (2) Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the DISTRICT that the employee charged with monitoring and supervising its employees has no such convictions.
 - (3) Arrange for surveillance by personnel with DISTRICT approval.
- (b) If CONTRACTOR is providing the services in an emergency or exceptional situation, CONTRACTOR is not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. DISTRICT shall determine whether an emergency or exceptional situation exists.
- (c) DISTRICT Processing to Department of Justice: If Contractor is required to receive verification for an employee, agent or subcontractor from the Department of Justice pursuant to this Article or the Education Code, the DISTRICT may, at its sole discretion, assist Contractor by processing Contractor's request to the Department of Justice using the DISTRICT's fingerprinting hardware and materials. The DISTRICT will charge for such assistance at its standard rates charged to its own employees.
- (d) Verification of Compliance Under Penalty of Perjury: Contractor shall certify under penalty of perjury, on a form provided by the DISTRICT, compliance with this Article prior to performing any work in which any employee, agent or subcontractor will have more than limited contact with students.
- (e) Indemnification and Hold Harmless Agreement: It shall be Contractor's sole responsibility to ensure compliance with Education Code sections 45125.1 and 45125.2 and this Article. In addition to and without limiting any other indemnity promise made in this contract, Contractor agrees to defend, indemnify and hold harmless the DISTRICT for and from any and all actual or potential claims of any kind or description seeking to hold the DISTRICT, its employees or its agents responsible for violation of Education Code sections 45125.1 or 45125.2, or any other violation arising out of duties imposed by Education Code sections 45125.1 or 45125.2, arising out of Contractor's employee's, agent's or subcontractor's contact with students. Contractor's indemnification obligation shall include, without limitation, judgments, settlements, contributions, payments, fines and penalties, as well as the costs of investigating and complying with equitable decrees or governmental directives. The defense obligation shall include, without limitation, legal fees, litigation expenses, and investigative costs.
- (f) Definitions:
- (1) A "violent felony" is any felony listed in subdivision (c) of section 667.5 of the Penal Code.
 - (2) A "serious felony" is any felony listed in subdivision (c) of section 1192.7 of the Penal Code.

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

- (3) An "emergency or exceptional situation" is, as determined by the DISTRICT in its sole discretion, a situation in which pupil health or safety is endangered or when repairs are needed to make a school facility safe and habitable.

ARTICLE 71. ALLOWANCES

- (a) The following costs shall be included in all allowances;
- (1) Cost of the product to CONTRACTOR or Subcontractor, less applicable trade discounts
 - (2) Delivery to the site
 - (3) Applicable taxes
- (b) CONTRACTOR costs included in the Contract Sum include, but are not limited to;
- (1) Arrangement of product(s) shipping and handling at site, including unloading, uncrating, and storage.
 - (2) Protection of products from the elements and from damage
 - (3) Labor for installation, adjustments and finishing products
 - (4) Product warranties
 - (5) Scheduling changes and updates
 - (6) Other expenses required to complete installation
 - (7) CONTRACTOR and Subcontractor(s) overhead and profit
- (c) The adjustments in costs will be made if the net cost is more or less than the specified amount of the allowance. The net cost of the adjustment shall be the amount of the difference between the specified allowance and the actual cost of the material, with the exception of a not-to-exceed 15% mark-up for overhead and profit. The Contract Sum will be adjusted by Change Order.
- (1) Submit any claims for anticipated additional costs, or other expenses caused by the selection the allowance, prior to execution of the work.
 - (2) Submit documentation for actual additional costs, or other expenses caused by the selection the allowance, prior to execution of the work.
 - (3) Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.
- (d) DISTRICT will separately bid the materials, subject to the specified allowances. The successful bidder will be assigned to CONTRACTOR, and shall be considered a Subcontractor to the CONTRACTOR. Upon assignment, the CONTRACTOR shall all make the necessary submittals, prepare necessary shop drawings, and coordinate all related work. CONTRACTOR shall make all necessary adjustments and revisions to the Project Schedule for such allowances and Subcontractor assignments.

ARTICLE 72. WAIVER AND RELEASE FORMS

- (a) Commensurate with the statutes of Public Contract Code section 7100, provisions in public works contracts with public entities which provide that acceptance of a payment otherwise due a CONTRACTOR is a waiver of all claims against the public entity arising out of the Work performed under the Contract or which condition the right to payment upon submission of a release by the CONTRACTOR of all claims against the public entity arising out of performance of the public work are against public policy and null and void. This section shall not prohibit a public entity from placing in a public works contract and enforcing a contract provision which provides that payment of undisputed contract amounts is contingent upon the CONTRACTOR furnishing the public entity with a release of all claims against the public entity arising by virtue of the public works contract related to those amounts. Disputed claims in stated amount may be

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

specifically excluded by the CONTRACTOR from the operation of the release.

- (b) Neither the OWNER nor original CONTRACTOR by any term of their contract, or otherwise, shall waive, affect, or impair the claims and liens of other persons whether with or without notice except by their written consent, and any term of the contract to that effect shall be null and void. Any written consent given by any claimant pursuant to this subdivision shall be null, void, and unenforceable unless and until the claimant executes and delivers a waiver and release. Such a waiver and release shall be binding and effective to release the OWNER, construction lender, and surety on a payment bond from claims and liens only if the waiver and release follows substantially one of the forms set forth in this section and is signed by the claimant or his or her authorized agent, and, in the case of a **conditional release**, there is evidence of payment to the claimant. Evidence of payment may be by the claimant's endorsement on a single or joint payee check that has been paid by the bank upon which it was drawn or by written acknowledgment of payment given by the claimant.
- (c) No oral or written statement purporting to waive, release, impair or otherwise adversely affect a claim is enforceable or creates any estoppel or impairment of a claim unless:
 - (1) It is pursuant to a waiver and release prescribed herein, or
 - (2) the claimant had actually received payment in full for the claim.
- (d) This section does not affect the enforceability of either an accord and satisfaction regarding a bona fide dispute or any agreement made in settlement of an action pending in any court provided the accord and satisfaction or agreement and settlement make specific reference to the, stop notice, or bond claims.
- (e) The waiver and release given by any claimant hereunder shall be null, void, and unenforceable unless it follows the text of the following forms in the appropriate circumstances. Each waiver form shall be printed in type equal in size or larger than the largest type on other documents signed by the claimant.
- (e1) Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a progress payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow the following form:

00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT

CONDITIONAL WAIVER AND RELEASE UPON "PROGRESS PAYMENT"

Upon receipt by the undersigned of a check from: _____
(Maker of Check)

in the sum of: \$_____ payable to: _____
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

_____ located at: _____
(OWNER) (Job Description)

to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to

_____ through: _____
(Your Customer) (Date)

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of the document relies on it, said party should verify evidence of payment to the undersigned.

_____ (Company Name) _____ (Date)

By: _____
(Title)

Exclusions: Listing of Claims, of which Notice has been given:

- | | |
|---------------------|----------------------------|
| 1. Claim for: _____ | In the amount of: \$ _____ |
| 2. Claim for: _____ | In the amount of: \$ _____ |
| 3. Claim for: _____ | In the amount of: \$ _____ |
| 4. Claim for: _____ | In the amount of: \$ _____ |
| 5. Claim for: _____ | In the amount of: \$ _____ |

(e2) Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a progress payment and the claimant asserts in the waiver it has, in fact,

00700

**GENERAL CONDITIONS for GENERAL
CONTRACTOR**

CLOVIS UNIFIED SCHOOL DISTRICT

been paid the progress payment, the waiver and release shall follow the following form:

00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT

UNCONDITIONAL WAIVER AND RELEASE UPON "PROGRESS PAYMENT"

The undersigned has been paid and has received a progress payment in the sum of \$_____ for labor, services, equipment, or material furnished to

(Your Customer)

on the job of: _____ located at: _____
(OWNER) (Job Description)

and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to

_____ through: _____
(Your Customer) (Date)

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

(Company Name) (Date)

By: _____
(Title)

Exclusions: Listing of Claims, of which Notice has been given:

- | | |
|---------------------|----------------------------|
| 1. Claim for: _____ | In the amount of: \$ _____ |
| 2. Claim for: _____ | In the amount of: \$ _____ |
| 3. Claim for: _____ | In the amount of: \$ _____ |
| 4. Claim for: _____ | In the amount of: \$ _____ |
| 5. Claim for: _____ | In the amount of: \$ _____ |

"NOTICE: THIS DOCUMENT WAIVES 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 RELEASE FORM."

00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT

- (e3) Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a final payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow the following form:

CONDITIONAL WAIVER AND RELEASE UPON "FINAL PAYMENT"

Upon receipt by the undersigned of a check from _____
in the sum of \$ _____ payable to: _____

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of

_____ located at: _____
(OWNER) (Job Description)

This release covers the final payment to the undersigned for all labor, services, equipment, or material furnished on the job, except for disputed claims for additional work in the amount of \$ _____
Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

_____ (Company Name) _____ (Date)

By: _____
(Title)

Exclusions: Listing of Claims, of which Notice has been given:

- | | |
|---------------------|----------------------------|
| 1. Claim for: _____ | In the amount of: \$ _____ |
| 2. Claim for: _____ | In the amount of: \$ _____ |
| 3. Claim for: _____ | In the amount of: \$ _____ |
| 4. Claim for: _____ | In the amount of: \$ _____ |
| 5. Claim for: _____ | In the amount of: \$ _____ |

- (e4) Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a final payment and the claimant asserts in the waiver it has, in fact, been paid the final payment, the waiver and release shall follow the following form:

UNCONDITIONAL WAIVER AND RELEASE UPON "FINAL PAYMENT"

The undersigned has been paid in full for all labor, services, equipment or material
furnished to: _____
(Your Customer)

00700

**GENERAL CONDITIONS for GENERAL
CONTRACTOR**

CLOVIS UNIFIED SCHOOL DISTRICT

on the job of: _____
(OWNER)

located at: _____
(Job Description)

00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT

and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of \$_____.

(Company Name)

(Date)

By: _____

(Title)

Exclusions: Listing of Claims, of which Notice has been given:

- | | |
|---------------------|----------------------------|
| 1. Claim for: _____ | In the amount of: \$ _____ |
| 2. Claim for: _____ | In the amount of: \$ _____ |
| 3. Claim for: _____ | In the amount of: \$ _____ |
| 4. Claim for: _____ | In the amount of: \$ _____ |
| 5. Claim for: _____ | In the amount of: \$ _____ |

"NOTICE: THIS DOCUMENT WAIVES 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 RELEASE FORM."

ARTICLE 73. INDEMNIFICATION

(a) Scope: Contractor

(To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless the DISTRICT, ARCHITECT, ARCHITECT's consultants, the Project Inspector, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors, from and against claims, damages, losses, and expenses (including, but not limited to attorneys' fees and costs including fees of consultants) arising out of or resulting from: performance of the Work (including, but not limited to) the CONTRACTOR's or its Subcontractors' use of the site; the CONTRACTOR's or its Subcontractors' construction of the Work or failure to construct the Work, or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including but not limited to scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the indemnitees; or any act, omission, negligence, or willful misconduct of the CONTRACTOR or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the CONTRACTOR, its Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party identified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

(b) Scope: Subcontractors

To the fullest extent permitted by law, the Subcontractors shall defend, indemnify, and hold harmless the DISTRICT, ARCHITECT, ARCHITECT's consultants, the Project Inspector, the State of California, and their respective agents, employees, officers, volunteers, Boards of

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

Trustees, members of the Boards of Trustees, and directors, from and against claims, damages, losses, and expenses (including, but not limited to attorneys' fees and costs including fees of consultants) arising out of or resulting from: performance of the Work (including, but not limited to) the Subcontractors' use of the site; the Subcontractors' construction of the Work or failure to construct the Work, or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including but not limited to scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the indemnitees; or any act, omission, negligence, or willful misconduct of the Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party identified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

(c) **Joint and Several Liability**

In the event more than one Subcontractor is connected with an accident or occurrence covered by this indemnification, then all such Subcontractors shall be jointly and severally responsible to each of the indemnitees for indemnification, and the ultimate responsibility among such indemnifying Subcontractors for the loss and expense of any such indemnification shall be resolved without jeopardy to any indemnitee. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence if not permitted by law or to eliminate or reduce any other indemnification or right which any indemnitee has by law or equity.

(d) **No Limitation**

The CONTRACTOR's and the Subcontractors' obligation to indemnify and defend the indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property (including loss of use), and sickness, disease or death of any person; for breach of any warranty, express or implied; for failure of the CONTRACTOR or a Subcontractor to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

ARTICLE 74. GOVERNING LAW AND VENUE

- (a) The Contract Documents shall be governed by the law of the State of California. Venue for an actions concerning or arising out of the Contract Documents or the Work shall be in Superior Court of the State of California in and for the County of Fresno.

ARTICLE 75. TERMINATION BY DISTRICT FOR CONVENIENCE

- (a) DISTRICT may, at any time, terminate the Contract for the DISTRICT'S convenience and without cause.
- (b) Upon receipt of written notice from the DISTRICT of such termination for the DISTRICT's convenience, CONTRACTOR shall:
- (1) Cease operations as directed by the DISTRICT in the notice;
 - (2) Take actions necessary, or that the DISTRICT may direct, for the protection and preservation of the Work; and

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

- (3) Except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- (c) In case of such termination for the DISTRICT's convenience, the CONTRACTOR shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

ARTICLE 76. MUTUAL TERMINATION FOR CONVENIENCE

- (a) The CONTRACTOR and the DISTRICT may mutually agree in writing to terminate the Contract for convenience. The CONTRACTOR shall receive payment for all Work performed to the date of termination.
- (b) The CONTRACTOR may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the CONTRACTOR, a Subcontractor, a Sub-subcontractor, their agents, or employees, or any other persons performing portions of the Work for whom the CONTRACTOR is contractually responsible, for only the following reasons:
 - (1) issuance of an order of a court or other public authority having jurisdiction which requires all work to be stopped;
 - (2) an act of government, such as a declaration of national emergency, making material unavailable which requires all work to be stopped;
 - (3) if repeated suspensions, delays, or interruptions by the DISTRICT constitute in the aggregate more than 100 percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120) days in any three hundred sixty-five (365) day period, whichever is less.

If one of the above reasons exists, the CONTRACTOR may, upon written notice of seven (7) additional days to the DISTRICT, terminate the Contract and recover from the DISTRICT payment for work executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

If the Work is stopped for a period of sixty (60) consecutive days through no act or fault of the CONTRACTOR, Subcontractor, Sub-Subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the CONTRACTOR is contractually responsible because the DISTRICT has persistently failed to fulfill the DISTRICT's obligations under the Contract Documents with respect to matters essential to the progress of the Work, the CONTRACTOR may, upon written notice of seven (7) additional days to the DISTRICT, terminate the Contract and recover from the DISTRICT payment for work executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

- (c) The DISTRICT may terminate the Contract if the CONTRACTOR:
 - (1) refuses or fails to supply enough properly skilled workers or proper materials;
 - (2) fails to make payment to Subcontractors for materials or labor in accordance with Business and Professions Code section 7108.5;

**00700
GENERAL CONDITIONS for GENERAL
CONTRACTOR
CLOVIS UNIFIED SCHOOL DISTRICT**

- (3) disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
 - (4) otherwise is in substantial breach of a provision of the Contract Documents.
- (d) When any of the above reasons exist, the DISTRICT may, without prejudice to any other rights or remedies of the DISTRICT and after giving the CONTRACTOR and the CONTRACTOR's surety, if any, written notice of seven (7) days, terminate the Contract and may, subject to any prior rights of the surety:
- (1) take possession of the site and of all material, equipment, tools, and construction equipment, and machinery thereon owned by the CONTRACTOR;
 - (2) accept assignment of subcontracts; and
 - (3) complete the Work by whatever reasonable method the DISTRICT may deem expedient.
- If the DISTRICT terminates the Contract for one of the reasons stated above, the CONTRACTOR shall not be entitled to receive further payment until the Work is complete.
- (e) If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the CONTRACTOR. If such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to the DISTRICT. The amount to be paid to the CONTRACTOR, or DISTRICT, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Work.

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**PAYMENT BOND
(Labor and Material)**

KNOW ALL MEN BY THESE PRESENTS:

That **WHEREAS,**

and

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

**BID # 2941
Clovis West High School West Gym Floor Reconstruction**

Which said agreement dated _____, 20____, and all of the contract documents attached to or forming a part of said agreement, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned

are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ **Dollars (\$ _____)** which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay for any materials, provisions, provender or other supplies, or teams, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we

_____ as Principal, and
_____ as Surety, are
held and firmly bound unto **Clovis Unified School District**, in the County of Fresno, State of
California, hereinafter called the "Owner", acting on behalf of the State Allocation Board,
State of California, in the sum of _____ **Dollars (\$)** for
the payment of which sum well and truly made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain
contract with the Owner, dated _____, 20____ for construction
of _____

BID #2941

Clovis West High School West Gym Floor Reconstruction

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

And the said Surety, for value received, hereby stipulates and agrees that no change,
extension of time, 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, the above-bounden parties have executed this instrument under their
several seals this _____ day of _____, 20____ hereto affixed and these
presents duly signed by its undersigned representative, pursuant to authority of its governing
body.

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

(Affix Corporate Seal)

(Individual Principal)

(Business Address)

(Affix Corporate Seal)

(Corporate Principal)

(Business Address)

(Affix Corporate Seal)

(Corporate Surety)

(Business Address)

By:

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

The total amount of premium charged is

The above must be filled in by Corporate Surety.

END OF SECTION
3.97 (8.98)