

NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that the ABC UNIFIED SCHOOL DISTRICT of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but not later than **11:00 AM** on the **21st day of December 2007**, sealed bids for the award of a contract for

Bid # ABC 1326 E-Rate Wiring

All bids shall be made and presented on a form furnished by the District. Bids shall be received in the office of the Purchasing Department at 16700 Norwalk Blvd., Cerritos, CA 90703 and shall be opened and publicly read aloud at the above-stated time and place. The District will not be responsible for lost or misdirected mail.

Each bid must conform and be responsive to the contract documents. Bidders may obtain drawings and specifications from the Purchasing Department, District Office 16700 Norwalk Blvd., Cerritos. Bidders may obtain drawings and specifications by calling the Purchasing Department 16700 Norwalk Blvd., Cerritos (562) 926-5566 extension 21218.

Each bid shall be accompanied by (1) the security referred to in the contract documents; (2) the list of proposed subcontractors; (3) the Noncollusion Affidavit. (4) Addenda if any; (5) Certificate regarding Workers Compensation

The District has obtained from the Director of the Department of Industrial Relations 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 work needed to execute the contract. Holiday rates shall be paid as specified in the collective bargaining agreement applicable to each particular craft, classification, or type of work employed on the project.

Copies of schedules of rates so determined are on file at the District's principal office and are available for review to any interested party upon request.

In accordance with §1773.2 of the California Labor Code, the Contractor shall post a copy of the determination of prevailing rate of wages at each job site.

The schedule of per-diem wages is based upon a working day of eight (8) hours. The rate for holiday and overtime work shall be at time and one-half.

The Contractor and any subcontractor(s) shall pay not less than the specified prevailing rates of wages to all workers employed by them in the execution of the contract.

In accordance with provisions of Public Contract Code §22300, substitution of eligible and equivalent securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of the Contractor.

The Contractor installing the Modular Building shall possess at the time of bid opening a valid and active **Class B, C-7, C-10** Contractor's license, pursuant to Public Contract Code §3300 and a valid and active **SPIN number**. The successful bidder must maintain the license throughout the duration of this contract.

No bidder may withdraw his bid for a period of eighteen months after the date set for the opening of bids.

The District reserves the right to reject any and all bids or to waive irregularities in any bid.

In compliance with the Code of Federal Regulations, Title 45 – Public Welfare, Subtitle A – Department of Health and Human Services, Part 92 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, The District endeavors to solicit bids from small and minority firms, women's business enterprise and labor surplus area firms. General contractors are required to do the same for subcontractors

Joshie Cox
Director of Purchasing/Risk Management

ABC Unified School District
Los Angeles County, State of California

INFORMATION FOR BIDDERS

1. Preparation of Bid Form. The District invites bids on the form attached to be submitted at such time and place as is stated in the Notice to Contractor Calling for Bids. All blanks in the bid form must be appropriately filled in. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Both base bid and Unit price bid must be submitted to be considered.

2. Bid Security. Each bid shall be accompanied by a certified or cashier's check payable to the District or a satisfactory bid bond in favor of the District, executed by the bidder as principal, and a satisfactory surety company as surety, in an amount ten percent (10%) of the Bid Amount. Absence of which shall result in disqualification of bidder. **The check or bid bond shall be given as a guarantee that the bidder shall execute the contract. The contract shall be executed in conformity with the bid documents and contractor shall provide a letter of bondability for the payment and performance bond within five calendar days upon notification of award. Performance and payment bonds must be secured and submitted to the District upon issuance of Notice to Proceed by the District when funding is approved by USAC. Failure to provide payment and performance bonds within five (5) calendar days of such Notification shall result in forfeiture of Bid Security or Bid Bond. See also article 7 of this section.**

3. Signature. The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder.

4. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, alternative terms and conditions, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.

5. Erasures. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably

authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the bid.

6. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing shall in nowise relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

7. Withdrawal of Bids. Any bidder may withdraw his bid either personally by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for the receipt of bids. No bidder may withdraw his bid for a period of eighteen (18) months after the date set for the opening of bids. Withdrawal prior to time specified shall result in forfeiture of bid bonds or bid security.

8. Agreements and Bonds. The Agreement form which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds which he will be required to furnish at the time of execution of the Agreement, are included in the contract documents and should be carefully examined by the bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond is as specified in the Supplementary General Conditions. Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure §995.120.

9. Interpretation of Plans and Documents. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, he may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. No person is authorized to make any oral interpretation of any provision in the contract documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.

10. Bidders Interest in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders or making a prime proposal.

11. Award of Contract. The District reserves the right to award in part or in whole, reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the District, will be to the lowest responsible bidder therefor based on meeting specification. Award of this bid is contingent upon District's receipt of the Notification of Fund Approval from USAC. A contingent award shall be acted by the District's Board of Education. Price has to remain firm for a period of eighteen (18) months after the opening of the bid.

12. Alternates. If alternate bids are called for, the contract may be awarded, at the election of the governing board, to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates.

13. Evidence of Responsibility. The bidder whose bid is under consideration for the award shall submit with the bid documents to the District satisfactory evidence showing the level of bidder's financial resources, his construction experience, insurance, bondability and other pertinent information to determine contractor's ability to contract for this project if requested after the bids are opened. Failure to do so may result in disqualification.

14. Listing Subcontractors. Each bidder shall submit a list of the proposed subcontractors (contractor with valid contractor's B license) on this project as required by the Subletting and Subcontracting Fair Practices Act. (Public Contract Code §4100, et seq.) Forms for this purpose are furnished with the contract documents.

15. Workers' Compensation. In accordance with the provisions of §3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with District the following certificate prior to performing the work under this contract: "I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as part of the contract documents.

16. Bid Deposit Return. Deposits of three or more low bidders, the number being at the discretion of the District, will be held for eighteen (18)

months or until posting by the successful bidder(s) of the bonds and certificates of insurance required and return of executed copies of the appropriate agreement form, whichever first occurs, at which time the deposits will be returned.

17. Forfeiture for Failure to Execute Contract. In the event the bidder to whom an award is made fails or refuses to execute the contract five (5) calendar days upon receiving notification that he is the bidder to whom the contract is awarded, and/or provide performance and payment bonds upon receiving Notice to Proceed (by receipt of fund approval from USAC), the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the work to the next lowest bidder, or may call for new bids.

20. Assurance of Compliance with Civil Rights Law and Americans with Disabilities Act. The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this agreement or under any project, program, or activity supported by this agreement. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code §12900, and Labor Code §1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him.

The Contractor hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101 et seq., to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act, and the Contractor shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this Agreement, or under any project, program, or activity supported by this Agreement.

20. Noncollusion Affidavit. Bidders on all public works contracts are required to submit an Affidavit of Noncollusion with their bid. This form is included with the bid package and must be signed under the penalty of perjury and dated. Following bid award, a non-collusion affidavit must be submitted by each subcontractor with the Agreement documents.

21. Department of Justice Clearance. Clearance from the California Department of Justice (DOJ) is required for employees of bidders that may be in contact with pupils. No employees may start on the job **until clearance is ascertained**. Bidders shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have

been convicted of a violent or a serious felony. This clearance must be recertified along with the renewal of contract during its anniversary.

A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code, and a serious felony is any felony listed in subdivision (c) of Section 1192.7 of the Penal Code.

The bidder shall provide a list of the names of its employees who may come in contact with pupils to the governing board of the school district.

22. Substitution: Manufacturers and products listed in the specifications form the basis for design and quality intended. The bidder may propose substitutions of equal design and quality with a completed Substitution Request form as attached at end of this section. Submit a separate form for each proposed substitution. The request and all supporting data must be received by the **District** no later than **11:00 AM December 9, 2007**. Request for substitution may be sent via facsimile (562) 802-3846 attn: Joshie Cox. Failure to submit a substitution with associated technical data supporting compliance for all items by the date stated below, will bar the bidder from proposing a substitution for an item specified in the Bid Documents. If accepted, the substitution will be included as an addendum item.

23. Bid Preparation All expenses incurred in preparation or submission of this bid shall be borne by the bidder.

24. Bid Submittal Bidders are required to send in proposal which list in detail how work will be performed that meets the District's specification. Also include drawings for points of connection if necessary.

25. Fees and Payment Upon receipt of an approved FCDL and Approved FCC Form 486, Contractor will bill the District for the nondiscounted portion of the services and will file FCC Form 474 for reimbursement from USAC. Upon request, District shall submit appropriate documentation or information to contractor to support any request for payment. Payments are due thirty days after acceptance of work in accordance with the invoice. A schedule of values shall be submitted to assist in verifying the amount of work completed. Should there be a dispute of the invoice amount due to work performed, it is the contractor's responsibility to prove that such work is performed and invoiced accordingly. The District shall not pay for incomplete or incorrect work. Contractor shall not stop work during the settlement of dispute.

26. Purchase Order The purchase order is intended to evidence intent to purchase services for the scope of work under this bid. The terms and condition of the purchase order shall be included as part of this contract. In case of conflict between the terms and conditions of the Purchase Order and this bid, the terms of this bid shall prevail.

27. Risk of Loss The liability for the installation or equipment shall rest with the contractor until the notice of completion has been filed by the District unless the damage or loss was caused by contractor's negligence. Contractor shall take all precaution in protecting their work and equipment in relation to this contract.

28. Warranty (See Supplemental Conditions)

29. Limitation of Liability Except with respect to the indemnification obligations set out in this bid, contractor's entire liability for any other damage which may arise hereunder, for any cause whatsoever and regardless of the form of action, whether in contract or in tort, including contractor's negligence or otherwise shall be subject to the limits of the insurance requirements under this agreement or \$2,000,000 whichever is greater. Contractor shall bear no liability for use of equipment, software or services provided under this agreement in connection with life support systems or devices or public safety systems except as expressly stated otherwise herein, contractor shall have no liability or responsibility for interoperability or compatibility of the system with third party products or systems that District may utilize in conjunction with the system or to which District may connect the system unless contractor substitute what is specified.

30. Interpretation Of Bid Documents: If any bidder finds discrepancies in, or omissions from, the Bid documents, he/she may submit to the Purchasing Department of the District, a written request for clarification or corrections thereof. Request for clarifications must be received in writing or fax (562) 802-3846 no later than **December 9, 2007**. A copy of the request for clarification and the response thereto will be mailed to all bidders. Corrections will be made by addenda issued to each bidder. The District will not be responsible for oral interpretations.

Agreement to Terms and Condition of the bid:

Name of Company

Signature of Bidder

Name and Title of Bidder

Company Name of Bidder

Failure to sign will result in disqualification of the bidder.

Bid # ABC 1326 E Rate Wiring

Reference for School Districts e-rate wiring projects completed in the last five years:

School District/ Client	Phone No.	Date of Project	Project Cost

Failure to sign above may result in disqualification of bid.

Headquarters located in: _____

Number of Years in Business: _____ Years

Type of Business:

____ Corporation

____ Sole Proprietor

____ Limited Liability Corporation

____ Partnership

Have you ever contracted with ABC Unified School District ? _____

If so, state the nature of business or project _____

SUBSTITUTION REQUEST

TO: _____

BID NO.: **Bid # ABC 1326 E Rate Wiring**

SPECIFIED ITEM: _____

Section: _____ Paragraph: _____ Description: _____

The undersigned request consideration of the following:

PROPOSED
SUBSTITUTION _____

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified. Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

1. The proposed substitution does not affect dimensions shown on Drawings.
2. The undersigned will pay costs for changes to the building design, including architectural and engineering design, detailing and construction costs caused by the requested substitution and costs of re-approval by regulatory agencies.
3. The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item.

*Submitted by:*Signature _____

General Contractor _____

Address _____

To be Filled by Purchasing Department

___ Accepted ___ Incomplete Data Submitted ___ Not Accepted

___ Received Too Late

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: (_____) _____

BID FORM AND DESIGNATION OF SUBCONTRACTORS

FOR

Bid # ABC 1326 E-Rate Wiring

DUE

December 21, 2007

11:00 AM

FOR

ABC Unified School District

Purchasing Department

16700 Norwalk Blvd

Cerritos, CA 90703

(562) 926-5566 ext. 21218

BID FORM AND DESIGNATION OF CONTRACTORS

TO: ABC Unified School District, acting by and through its Governing Board, herein called the "District":

1. Pursuant to and in compliance with your Notice to Contractors Calling for Bids and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with Bid # ABC 1326 E Rate Wiring

all in strict conformity with the drawings and specifications and other contract documents, including addenda nos. _____, _____, _____, and _____, on file at the office of the PURCHASING DEPARTMENT of said District for the amount below:

- Aloha ES \$ _____
Burbank ES \$ _____
Furgeson ES \$ _____
Hawaiian ES \$ _____
Juarez ES \$ _____
Melbourne ES \$ _____
Niemes ES \$ _____
Palms ES \$ _____
Willow ES \$ _____
Fedde MS \$ _____
Ross MS \$ _____
Artesia HS \$ _____
Cerritos HS \$ _____
Whitney HS \$ _____
Adult/Tracy HS \$ _____

District reserves the right to award in part or in whole, combine schools for best price advantage or reject any or all bids in the interest of the District.

In consideration of District budget, please state any additional discount percentage if awarded all sites to one bidder _____% .

Signature: _____ Print Name _____

2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.

3. The required bid security is hereto attached.

4. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the District the Performance Bond and Payment Bond as specified, all within five (5) Consecutive Calendar days after receipt of notification of award, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the District's notice to the Contractor to proceed, and shall be completed by the Contractor in the time specified in the contract documents. Bonds shall remain valid and effective in the duration of the contract and its subsequent renewals if any.

5. All notices or other correspondence should be addressed to the undersigned at the address stated below.

6. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.)

7. The Contractor holds a California Contractor's license Class _____ License No._____. Expiration Date: _____

8. SPIN # _____

9. In the event the bidder to whom Notice of Intent to Award Contract is given fails to return executed copies of the agreement form on February 7, 2007 (with a letter of bondability or refuses to post the required bonds within five (5) consecutive calendar days from the date of receiving the Notice to Proceed, the District may declare the Bidder's bid deposit or bond forfeited as damages.

9. Pursuant to Section 4552 of the Government Code, in submitting a bid to the District, the bidder offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or service by the bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the bidder.

10. Designation of Subcontractors

a. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code §4100 et seq.) and any amendments thereof, each bidder shall set forth below: (1) the name and the location of the place of business of each subcontractor who will perform work or labor or render services to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the prime contractor's total bid, and (2) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in this bid.

b. If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

c. No prime contractor whose bid is accepted shall (1) substitute any subcontractor, (2) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (3) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid 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 authority awarding this contract, setting forth the facts constituting the emergency or necessity.

Portion of Work

Sub Contractor

Location and Place
of Business

Name

Street Address

Telephone: _____

City, County, Zip Code

Cell: _____

Fax: _____

Proper Name of Bidder

Date: _____

By _____
(Signature of Bidder)

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

**BIDDER'S CERTIFICATE
REGARDING WORKERS' COMPENSATION**

Labor Code Section 3700.

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

(c) * * * * "

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

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

_____, being first duly sworn, deposes and says that he or she is _____ of 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 certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

(Date)

(Signature)

BID BOND

_____ of _____
Name of Principal

address
City of _____, State of _____,

as Principal, and _____

a corporation organized and existing under the laws of the State
of _____, legally doing business in California as an admitted surety
insurer at

address
City of _____, State of California, as Surety, are

indebted to ABC Unified School District

in the sum of ten percent of bid amount submitted to the District for which payment
Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally.

THE CONDITION OF THE OBLIGATION OF THIS BOND IS THAT THE
PRINCIPAL has submitted to the accompanying bid dated _____, 20____,
for _____

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period
specified therein after the opening of the same, or, if no period be specified, within
eighteen (18) months after said opening; and if the Principal is awarded the contract, shall
enter into a written contract with the District, in accordance with the bid as accepted
provide a letter of bondability and after receiving the Notice to Proceed within five
calendar days give bond with good and sufficient surety or sureties, as may be required,
for the faithful performance and proper fulfillment of such contract and for the payment
for labor and materials used for the performance of the contract, or in the event of the
withdrawal of said bid within the period specified or the failure to enter into such contract
and give such bonds within the time specified, if the Principal shall pay the District the

difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force.

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 anywise 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 District and judgment is recovered, the Surety shall pay all costs incurred by the District in such a suit, including a reasonable attorney's fee to be fixed by the court.

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

(Corporate Seal)

Principal
By _____

Typed or Printed Name
Title _____

(Corporate Seal)

Surety
By _____

Typed or Printed Name
Title _____

(Attached Attorney in
Fact Certificate)

AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20____, in the County of Los Angeles, State of California,

by and between ABC UNIFIED SCHOOL DISTRICT hereinafter called the District, and

hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

Bid # ABC 1326 E Rate Wiring

IT IS THE DUTY OF THE Contractor to complete the work covered by this contract in exact accordance with the approved plans, specifications and other contract documents as specified in Article 6 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with that 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, Office of the 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 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 contract documents. Such protest shall not be effective unless reduced to writing and filed with the district office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents.

ARTICLE 2 - TIME FOR COMPLETION. The work shall be commenced on the date stated in the District's notice to proceed, as provided in the Supplementary General Conditions, and as specified therein.

Work not completed in conformance with the foregoing shall be subject to liquidated damages in the amount set forth in Section B of the Supplementary General Conditions.

ARTICLE 3 - CONTRACT PRICE. The 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 contract documents, the sum of

(\$_), said sum being the total amount of the following amounts stipulated in the proposal: **Bid # ABC 1326 E Rate Wiring**

ARTICLE 4 - HOLD HARMLESS AGREEMENT. The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, including attorney fees and costs, 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 or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and
- (b) Any injury to or death of persons or damage to 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, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.
- (c) The Contractor, at his 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 officer, 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 officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 5 - PROVISIONS REQUIRED BY LAW.

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

ARTICLE 6 - COMPONENT PARTS OF THE CONTRACT

The Contract entered into by this Agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

- Notice to Contractors Calling for Bids;
- Information for Bidders;
- Bid Form and Designation of Subcontractors;
- Certification of Workers' Compensation;
- Bid Bond;
- Noncollusion Affidavit;
- Agreement;
- Payment and Performance Bond; (Due when Commitment letter is received)
- Certification of Pupil Contact and Contract Employee List
- General Conditions and Supplementary General Conditions;
- Specifications; as issued;
- Drawings.

Contractor must submit letter of bondability for Payment and Performance Bond with this agreement or forfeit Bid security.

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

DISTRICT:

CONTRACTOR:

Toan Nguyen

By _____

Chief Financial Officer

By _____

Authorized Officers or Agents

100% of Bid amount

PERFORMANCE BOND

WHEREAS, the ABC Unified School District by Board action on _____, 200__, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

Bid # ABC 1326 E Rate Wiring

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

NOW THEREFORE, _____

Name of Principal

of _____,

Address

City of _____, State of _____,

as Principal, and _____

_____, a corporation organized

and existing under the laws of the State of _____,

legally doing business in California as an admitted surety insurer at

_____, City of _____,

Address

State of California, as Surety, are indebted to ABC Unified School District

in the sum of _____

Dollars (\$_____) for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally. Because this is a unit price bid, the amount of this bond may be required to be increased as each additional contract is made.

Surety Name

Address

Phone Number

City, State and Zip Code

Fax Number

THE CONDITION OF THIS OBLIGATION is that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall keep and perform the covenants, conditions and agreements in the contract and any alteration thereof on his or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force.

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 anywise 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 the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including reasonable attorney's fees, to be fixed by the Court.

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

(Corporate Seal)

Principal

By _____

Typed or Printed Name

Title _____

(Corporate Seal)

Surety

By _____

Typed or Printed Name

(Attach Attorney in
Fact Certificate)

Title _____

PAYMENT BOND

(Labor and Material Bond)

WHEREAS, the ABC Unified School District, by Board action on _____, 200__ ,has awarded to _____

designated as the "Principal," a contract for the work described as follows:

Bid # ABC 1326 E Rate Wiring

WHEREAS, said Principal is required by Division 3, Part IV, Title XV, Chapter 7, (commencing at §3247) of the California Civil Code to furnish a bond in connection with said contract;

NOW THEREFORE, _____

Name of Principal

of _____,

Address

City of _____, State of _____ as Principal, and

_____ a corporation organized and existing under the laws of the State of _____,

legally doing business in California as an admitted surety insurer at _____ Address

_____, City of _____, State of California,

as Surety, are indebted to ABC Unified School District

in the sum of _____

Dollars (\$ _____) for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally. Because this is a unit price bid, the amount of this bond may be required to be increased as each additional contract is made.

Surety Name

Address

Phone Number

City, State and Zip Code

Fax Number

THE CONDITION OF THIS OBLIGATION is that if the Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any person or persons named in Civil Code §3181 or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors pursuant to §13020 of the Unemployment Insurance Code, with respect to such work and labor that the sureties will pay for the same, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under §3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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 anywise affect its obligations 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 this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__ .

(Corporate Seal)

Principal

By

Typed or Printed Name

Title

(Corporate Seal)

Surety

By

Typed or Printed Name

Title

(Attached Attorney in
Fact Certificate)

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GENERAL CONDITIONS

Article 1. DEFINITIONS.

- (a) The District and the Contractor are those named as such in the Contract Documents and are referred to as if each were of the singular and masculine gender.
- (b) Subcontractor, as used herein, includes those having direct contact With Contractor and one who furnishes material worked to a special design according to plans and specifications of this work, but does not include one who merely furnishes material not so worked.
- (c) Worker includes laborer, worker, or mechanic.
- (d) Locality in which the work is performed means the county in which the public work is done.
- (e) Surety is the firm or corporation that executes as surety the Contractor's Performance Bond and Payment Bond. Surety must be an admitted surety insurer pursuant to Code of Civil Procedure §995.120.
- (f) Provide shall include "provide complete in place," that is, "furnish and install."
- (g) As shown as indicated as detailed, refer to drawings accompanying this specification.
- (h) The term "work" means labor and materials, or both, incorporated in, or to be incorporated in the construction covered by the Contract Documents. Unless otherwise specified, the terms "approved", "directed", "satisfactory", "accepted", "acceptable", "proper", "required", "necessary", and "equal", mean as approved, directed, satisfactory, accepted, proper, required, necessary and equal, in the opinion of the District.

The letters "ASTM" mean the "American Society for Testing and Materials", and the latest edition shall apply for the respective specification designations.

- (i) Days as used in the Contract Documents shall mean consecutive calendar days unless otherwise specifically defined.

Article 2. DRAWINGS AND SPECIFICATIONS.

Contract Documents are complementary, and what is called for by one document shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the

work. 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.

Interpretations. Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be 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. However, if Contractor observes that drawings and specifications are in conflict, he shall promptly notify the District in writing and any necessary changes shall be adjusted as provided in contract for changes in work.

Misunderstanding of drawings and specifications shall be clarified by the District, whose decision shall be final. Should the Contractor commence work or any part thereof without seeking clarification, Contractor waives any claim for extra work or damages as a result of any ambiguity, conflict, or lack of information.

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.

Specifications and Accompanying Drawings are intended to delineate and describe the project and its component parts to such a degree as will enable skilled and competent contractors to intelligently bid upon the work, and to carry said work to a successful conclusion.

Trade Name or Trade Term. It is not the intention of said 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 he will be required to complete the work so named with all its appurtenances according to the best practices of the trade.

The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

Contract Documents. In case of conflict between the drawings and specifications, the specifications shall take precedence.

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, said laws, ordinances, rules and regulations shall be considered as a part of said Contract Documents within the limits specified. The Contractor shall bear all expenses of correcting work done contrary to said laws, ordinances, rules and regulations if the Contractor knew or should have known that the work as performed is contrary to

said laws, ordinances, rules and regulations and if the Contractor performed same (1) without first consulting the District for further instructions regarding said work or (2) disregarded the District's instructions regarding said work.

Article 3. COPIES FURNISHED.

Contractor will be furnished, free of charge, copies of drawings and specifications as set forth in the supplementary General Conditions. Additional copies may be obtained at cost of reproduction.

Article 4. OWNERSHIP OF DRAWINGS.

All drawings, specifications, and copies thereof furnished by the District are its property. They are not to be used on other work and with exception of signed contract sets are to be returned to it on request at completion of work.

Article 5. DETAIL DRAWINGS AND INSTRUCTIONS.

- (a) In case of ambiguity, conflict, or lack of information, District shall furnish with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for proper execution of work. All such drawings and instruments shall be consistent with contract documents, true developments thereof, and reasonably inferable therefrom. Should the Contractor commence work or any part thereof without seeking clarification, Contractor waives any claim for extra work or damages as a result of any ambiguity, conflict, or lack of information.
- (b) Work shall be executed in conformity therewith and Contractor shall do no work without proper drawings and instructions.
- (c) The District 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, written notice thereof shall be given to the District within five (5) days of the receipt of same. In case no notice is given to the District within five (5) days, it will be assumed the details are reasonable development of the scale drawings. In case notice is given, then the claim will be considered, and if found justified, the District will either modify the drawings or shall recommend to District a change order for the extra work involved.
- (e) The Contractor shall keep on the work one legible copy of all approved drawings, setting plans, schedules and specifications. Said documents shall be available to the District and to his representatives and all constituted authorities having jurisdiction.
- (f) 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

inform himself fully 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 District such directions and/or drawings as may be necessary for the proper performance of the work.

- (g) If it is found that the Contractor has varied from the drawings and/or specifications, in materials, quality, form or finish, or in the amount or value of the materials and labor used, the District shall be at liberty at any time, before or after completion of the work, to order such improper work removed, remade and replaced, and all work disturbed by these changes shall be made good at the Contractor's expense, or the District shall receive from the Contractor, for the District (or District shall deduct from amount due Contractor), a sum of money equivalent to the difference in value between the work performed and that called for by the drawings and specifications, it being optional with the District to pursue either course.

Article 6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES.

Work shall be commenced on or before the date stated in District's notice to the Contractor to proceed and shall be completed by Contractor in the time specified in the Supplemental Conditions. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Supplementary General Conditions for each calendar day of delay until work is completed and accepted. Contractor and his surety shall be liable for the amount thereof.

Extension of Time. Contractor shall not be charged liquidated damages because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God or of public enemy, acts of Government, acts of the District or anyone employed by it, another contractor in performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, or delays of subcontractors due to such causes. Contractor shall within ten (10) days of beginning of any such delay (unless the District grants a further period of time prior to the date of final settlement of the contract) notify the District in writing of causes of delay; thereupon the District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. In case of a continuing cause of delay, only one claim is necessary.

Article 7. PROGRESS SCHEDULE.

Immediately after being awarded contract, Contractor shall prepare an estimated progress schedule and submit same for the District's approval. Schedule shall indicate graphically the beginning and completion dates of all phases of construction.

Article 8. CONTRACT SECURITY.

Unless otherwise specified in the Supplementary General Conditions, Contractor shall furnish a surety bond in an amount equal to one hundred (100) percent of the contract price as security for faithful performance of this contract and shall furnish a separate bond in an amount at least equal to one hundred (100) percent of the contract price as security for payment of persons performing labor and furnishing materials in connection with this contract. Aforesaid bonds shall be in form set forth in these contract documents. Upon request of Contractor, District will consider and accept multiple sureties on such bonds. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure §995.120 shall be accepted.

Article 9. ASSIGNMENT.

Contractor shall not assign this contract or any part thereof without prior written consent of the District. Any assignment of money due or to become due under this contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Code of Civil Procedure and the Government Code and shall also be subject to deductions for liquidated damages if liquidated damages have been assessed as specified in Article 6 herein.

Article 10. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY.

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the District in order that the proper steps may be taken to have the change reflected on the Agreement.

Article 11. SEPARATE CONTRACTS.

The District reserves the right to let other contracts in connection with this work. 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 his work with theirs. 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 District any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute his acceptance of other contractor's work as fit and proper for reception of his work, except as to defects which may develop in other contractor's work after execution of his work.

To ensure proper execution of his subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the District any discrepancy between executed work and contract documents. Contractor shall ascertain to his own satisfaction

the scope of the project and nature of any other contracts that have been or may be awarded by the District in prosecution of the project to the end that contractor may perform this contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on project. If simultaneous execution of any contract for the project is likely to cause interference with performance of some other contract or contracts, the District shall decide which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts on the project, or caused by any decision or omission of the District respecting the order of precedence in performance of contracts.

Article 12. DISTRICT'S RIGHT TO TERMINATE CONTRACT.

If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, or to supply DOJ cleared and/or enough properly skilled workmen or proper materials to complete the work in time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregards laws, ordinances or instruction of the District, or otherwise be guilty of a substantial violation of any provision of the contract, or if he or his subcontractors should violate any of the provisions of this contract, then the District may, without prejudice to any other right or remedy, serve written notice upon him and his surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until work is finished. In the event of any such termination, the District shall immediately serve written notice thereof upon surety and Contractor, and surety shall have the right to take over and perform this contract, provided, however, that if surety within fifteen (15) days after service upon it of said notice of termination does not give the District written notice of its intention to take over and perform this contract, or does not commence performance thereof within thirty (30) days from date of serving such notice, the District may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and he and his surety shall be liable to the District thereby. The District may, without liability for doing so, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefor. If the unpaid balance of the contract price shall exceed the

expense of finishing the work, including compensation for additional architectural, managerial, and administrative services, such excess shall be paid to Contractor. If the expense shall exceed the unpaid balance, Contractor shall pay the difference to District. Expense incurred by District as herein provided, and damage incurred through Contractor's default, shall be certified by the District.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

Article 13. GUARANTEE.

Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by the District and shall repair or replace any or all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one-year period from date of acceptance without expense whatsoever to the District, ordinary wear and tear, unusual abuse or neglect excepted. The District will give notice of observed defects with reasonable promptness. Contractor shall notify the District upon completion of repairs.

In the event of failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, the District is hereby authorized to proceed to have defects repaired and made good at expense of Contractor, who hereby agrees to pay costs and charges therefor immediately on demand.

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 notice required by this article. If the Contractor cannot be contacted or does not comply 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. Such action by the District will not relieve the Contractor of the guarantees provided in this article or elsewhere in this contract.

This article does not in any way limit the guarantee 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 the District all appropriate guarantee or warranty certificates upon completion of the project.

Article 14. NOTICE AND SERVICE THEREOF.

Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by party giving such notice or by 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:

- (a) If notice is given to the District, by personal delivery thereof to the District, or by depositing same in United States mails, enclosed in a sealed envelope, addressed to the District, postage prepaid and certified.
- (b) If notice is given to Contractor, by personal delivery thereof to said Contractor or to his foreman at site of project, or by depositing same in United States mails, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and certified.
- (c) If notice is given to surety or other person, by personal delivery to such surety or other person or by depositing same in United States mails, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and certified.

Article 15. WORKERS.

- (a) Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work unfit persons or anyone not skilled in work assigned to him. Contractor will not allow workers that have not been cleared by California Department of Justice from conviction of a felony or a violent crime (Section 667.5 of Penal Code) to come in contact with pupils.
- (b) Any person in the employ of the Contractor, whom the District may deem incompetent or unfit, shall be dismissed from work, and shall not again be employed on it except with written consent of District.

Article 16. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.

Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operations under this contract, in amounts as set forth in Supplementary General Conditions.

Contractor shall require his subcontractors, if any, to take out and maintain similar public liability and property damage insurance in amounts as hereinafter set forth.

Article 17. FIRE INSURANCE.

Contractor shall maintain, and cause to be maintained, fire insurance on all work subject to loss or damage by fire. Amount of fire insurance shall be sufficient to protect against loss or damage in full until work is accepted by the District.

Article 18. PROOF OF CARRIAGE OF INSURANCE.

Contractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance and certificates, which have been delivered in duplicate to and approved by the District.

(a) Certificates and insurance policies shall include the following clause:

"This policy shall not be cancelled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than ninety (90) days after date of mailing notice."

(b) Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.

(c) Certificates of insurance shall clearly state that the District is named as an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.

Article 19. LAWS AND REGULATIONS.

Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify District in writing, and any necessary changes shall be adjusted as provided in contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to District, he shall bear all costs arising therefrom.

Article 20 PERMITS AND LICENSES

Permites and licenses necessary for prosecution of work shall be secured and paid for by contractor, unless otherwise specified.

Article 21 EASEMENTS

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the District unless otherwise specified

Article 22 SURVEYS

Surveys to determine location of property lines and corners will be supplied by the District. Surveys to determine locations of construction, grading and site work shall be provided by Contractor.

Article 23. EXCISE TAXES.

If, under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purpose 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 24. PATENTS, ROYALTIES, AND INDEMNITIES.

The Contractor shall hold and save the District, its officers, agents, and employees harmless from every claim or demand made, and every liability, loss, damages or expenses of any nature or kind including attorney fees, and costs, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents and unless such liability arises from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District.

Article 25. SHOP DRAWINGS.

Contractor shall check and verify all field measurements and shall submit, with such promptness as to not cause delay in his own work or in that of any other contractor, six (6) copies checked and approved by him of all shop or setting drawings, schedules, and materials list required for the work of various trades. District shall review and return within ten (10) days such schedules and drawings only for conformance with design concept of project and compliance with information given in contract documents. Contractor shall make any corrections required by District, file with him three (3) corrected copies and furnish such other copies as may be needed for construction. District's approval of such drawings or schedules shall not relieve Contractor from responsibility for deviations from drawings or specifications unless he has in writing called District's attention to such deviations at time of submission and secured his written approval nor shall it relieve him from responsibility for errors in shop drawings or schedules.

Article 26. SAMPLES.

Contractor shall furnish for approval, within fourteen (14) days following award of contract, all samples as required in specifications together with catalogs and supporting data required by District. This provision shall not authorize any extension of time for performance of this contract. District will check and approve such samples, within ten (10) working days from receipt of same, only for conformance with design concept of

work and for compliance with information given in contract documents. Work shall be in accordance with approved samples.

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.

Samples of materials and/or articles shall, upon demand, be submitted for tests or examinations and consideration before incorporation of same in work is started. Contractor shall be solely responsible for delays due to samples not being submitted in time to allow for proper time to make tests. Acceptance or rejection will be expressed in writing. Materials furnished must be equal to approved samples in every respect. Samples which are of value after testing will remain the property of the Contractor.

Article 27. COST BREAKDOWN AND PERIODICAL ESTIMATES.

Contractor shall furnish on forms approved by District:

- (a) Within ten (10) days of award of contract a detailed estimate giving complete breakdown of contract price; and
- (b) A periodic itemized estimate of work done for purpose of making partial payments thereon.
- (c) Within ten (10) days of request by District, a schedule of estimated monthly payments which shall be due him under the contract.

Values employed in making up any of these schedules will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from contract price.

Article 28. PAYMENTS.

Each month within thirty (30) calendar days after District's receipt of the approved periodic estimate for partial payment, there shall be paid to Contractor a sum equal to ninety percent (90%) of value of the work performed up to the last day of the previous month, less the aggregate of previous payments. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth (5th) day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such work or from enforcing each and every provision of this contract, 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 made for work performed so long as any lawful or proper direction concerning work, or any portion thereof given by the District or District shall remain uncomplied with.

The final payment of ten percent (10%) of the value of work done under this contract, if unencumbered, shall be made **sixty calendar (60)** days after acceptance of work by District. Acceptance will be made only by an action of the governing board or by an administrator of the district specifically authorized by the board, in a public meeting thereof, to accept the work under this contract as complete.

Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract.

The title to new materials and/or equipment for the work of this contract and attendant liability for its protection and safety, shall remain in the Contractor until incorporated in the work of this contract and accepted by the District; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of this contract; and Contractor shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the District or its authorized representative.

Before payment is made hereunder, a certificate in writing shall be obtained from the District stating that the work for which the payment is demanded has been performed in accordance with the terms of the contract and that the amount stated in the certificate is due under the terms of the contract, which certificate shall be attached to and made a part of the claim made and filed with the district, provided that if the District shall, within three (3) days after written demand therefore, fail to deliver such certificate to the District, the Contractor may file his claim with the District without said certificate, but together with such claim shall be filed a statement that demand was made for such certificate and that the same was refused. Thereupon, the District will either allow said claim as presented or shall, by an order entered on the minutes of the governing board of the District state the reasons for refusing to allow said claim. It is understood, moreover, that the certificate of the Architect shall not be conclusive upon the District, but advisory merely, and that the payments herein provided for shall only be made when in fact such work has been performed in accordance with this contract.

Article 29. SUBSTITUTED SECURITY.

In accordance with §22300 of the Public Contract Code, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

Securities eligible for investment under this section shall include those listed in Government Code §16430, bank or savings and loan certificates of deposit, interest

bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the District.

The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

The escrow agreement used for the purposes of this section shall be substantially similar to the form set forth in Public Contract Code §22300.

Article 30. ACCEPTANCE OF COMPLETION.

To establish acceptance, the Contractor shall initiate a final walk-through with the District to establish a punch list of items to be completed or corrected by the Contractor. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The District shall prepare and distribute copies of the punch list.

The Contractor shall proceed without delay. If the Contractor fails to complete the minor corrective items prior to the expiration of the thirty (30) day period immediately following Acceptance of Completion, the District shall withhold from the final payment an amount equal to twice the estimated cost, as determined by the District, of each item until such time as the last of the items has been completed.

At the end of the 30-day period, if there are items remaining to be corrected, the District may request the Contractor in writing to make immediate correction of said items; and if the Contractor fails to make such correction within ten (10) days of the date of the written notice, the District may make the correction and deduct the costs from the amount withheld therefor.

Prior to completion status, the Contractor shall submit to the District for approval complete project record documents, operation and maintenance manuals, and all warranties and guarantees. Warranties and guarantees required by the Contract Documents shall commence on the date of Notice of Completion.

District shall accept completion of the contract and have the Notice of Completion recorded only when the entire work (except for minor corrective items as distinguished from incomplete items) shall have been completed to the satisfaction of Chief Financial Officer and the Inspector of the District. The work may be accepted as complete only by action of the District's Governing Board.

Article 31. PAYMENTS WITHHELD.

In addition to amounts which District may retain under article 28 entitled "Payments," and article 30 entitled "Acceptance of Completion," 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:

- (a) Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of work on the project under this contract.
- (b) Defective work not remedied.
- (c) Failure of Contractor to make proper payments to his subcontractor or for material and labor.
- (d) Completion of contract if there exists a reasonable doubt that contract can be completed for balance then unpaid.
- (e) Damage to another contractor.

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

District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall be deemed the agent of Contractor and any payment so made by District 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 a proper accounting of such funds disbursed on behalf of Contractor.

Article 32. CHANGES AND EXTRA WORK.

Changes in Work. The District, without invalidating the contract and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the contract sum being adjusted accordingly. All such work shall be executed under conditions of the original contract. Contractor shall increase the amount of his payment and performance bonds in proportion to any increase in the contract price. In giving instructions, the District Representative shall have authority to make **minor changes in work, not involving change in cost**, and not inconsistent with the purposes of the building. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from the District, and no claim for addition to contract sum shall be valid unless so ordered. All Change Orders requiring increase in costs or extension of time must be approved by the Superintendent or Assistant Superintendent Support Services prior to any work and must be subsequently approved and/or ratified by the Governing Board.

Value of any such extra work, change, or deduction shall be determined at the discretion of the District in one or more of the following ways:

- (a) By acceptable lump-sum proposal from Contractor;
- (b) By unit prices contained in Contractor's original bid and incorporated in contract documents or fixed by subsequent agreement between the District and Contractor;
- (c) By cost of material and labor and percentage for overhead and profit. The following form shall be followed as applicable for additions and deduction to the contract:

	EXTRA CREDIT
1. Material (attach itemized quantity and unit cost plus sales tax)	_____
2. Labor (attach itemized hours and rates)	_____
3. Subtotal	_____
4. Subcontractor's overhead and profit not to exceed 10% of Item 3 (only when subcontractor is used)	_____
5. P.L. and P.D., Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed 15% of Labor, Item 2	_____
6. Subtotal	_____
7. General Contractor's Overhead and Profit, not to exceed 10% of Item 6	_____
8. Subtotal	_____
9. Bond Premium not to exceed 1% of Item 6	_____
10. Total	_____

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates the District to pay additional compensation to the Contractor or to grant an extension of time for the completion of the contract, he shall notify the District in writing, of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be

given within the specified time, the procedure for its consideration shall be as stated above in this article. If the Contractor is delayed in completing the work by reason of any change made pursuant to this Article, the time for completion of the work shall be extended by Change Order for a period commensurate with such delay. The Contractor shall not be subject to any claim for liquidated damages for this period of time, but the Contractor shall have no claim for any other compensation for any delay.

Changes in plans or specifications shall be made by addenda or change orders approved by the Office of the State Architecture as provided in Section 4-338 of Title 24 of the California Code of Regulations.

Article 33. RESOLUTION OF CONSTRUCTION CLAIMS.

Claims by Contractor in the amount of \$375,000 or less shall be made by Contractor and processed by District pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contracts Code (commencing at § 20104.) All Claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in Subdivision (a) of Public Contract Code § 20104.2 shall extend the time limit or supersede the notice requirements provided in this contract for filing claims by Contractor.

Article 34. DEDUCTIONS FOR UNCORRECTED WORK.

If the District deems it inexpedient to correct work injured or done not in accordance with contract, an equitable deduction from contract price shall be made therefor.

Article 35. PAYMENTS BY CONTRACTOR.

Contractor shall pay:

- (a) For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered.
- (b) For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at site of project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment are incorporated or used; and
- (c) To each of his subcontractors, not later than the 5th day following each payment to Contractor; the respective amounts allowed Contractor on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein.

Article 36. CONTRACTOR'S SUPERVISION.

Unless personally present on premises (including both the site and the plant) where work is being done, Contractor shall keep on the work, during its progress, a competent Construction Superintendent satisfactory to District. The Construction Superintendent shall not be changed except with consent of the District, unless the Construction Superintendent proves to be unsatisfactory to Contractor and ceases to be in his employ.

The Construction Superintendent shall represent Contractor in his absence, and all directions given to him shall be so confirmed on written request in each case.

Contractor shall give efficient supervision to work, using his best skill and attention. He shall carefully study and compare all drawings, specifications and other instruction and shall at once report to District any error, inconsistency or omission which he may discover, but he shall not be liable to the District for any damage resulting from any errors or deficiencies on contract documents or other instructions by District.

Article 37. INSPECTOR'S FIELD OFFICE. (This Article Not Applicable To This Project)

Contractor shall provide for the use of inspector at the plant a temporary office of not less than seventy-five (75) square feet of floor area to be located as directed by inspector and to be maintained until removal is authorized by the District. The office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key-type lock or padlock hasp.

A table satisfactory for study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, not a pay phone, and adequate heat for the field office until authorized removal.

Article 38. DOCUMENTS ON WORK.

Contractor shall keep one copy of all contract documents, including addenda, change orders, Title 24 of the California Code of Regulations, and the Uniform Building Code, 1988 Edition, with the State of California 1989 amendments which are part of contract documents, on the job at all times. Said documents shall be kept in good order and available to District and his representatives. Contractor shall be acquainted with and comply with the provisions of Title 24 as they relate to this project. (See particularly the Duties of Contractor, Title 24, California Code of Regulations §4-343.)

Article 39. UTILITIES.

All utilities, including, but not limited to, electricity, water, gas, and telephone, used on work shall be furnished and **paid for by Contractor**. Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. Upon completion of work, Contractor shall remove all temporary distribution systems.

If the contract is for addition to an existing facility, Contractor may, with written permission of the District, use the District's existing utilities by making prearranged payments to the District for utilities used by Contractor for construction.

Article 40. SANITARY FACILITIES.

The Contractor shall provide sanitary temporary toilet building(s) as directed by the inspector for the use of all workmen. The building(s) shall be maintained in a sanitary condition at all times and shall be left at the site until removal is directed by the inspector. Use of toilet facilities in work under construction shall not be permitted except by approval of the inspector.

Article 41. PROTECTION OF WORK AND PROPERTY.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. He shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. He shall erect and work, all necessary safeguards, signs, 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. He shall designate a responsible member of his organization on the work whose duty shall be prevention of accidents. Name and position of person so designated shall be reported to the District.

In an emergency affecting safety or life or of work or of adjoining property, Contractor, without special instruction or authorization from the District, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by the District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

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.

Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property and structures, and to avoid damage thereto, and repair any damage thereto caused by construction operations.

Contractor shall (unless the requirement is waived by the Inspector):

- o Enclose working areas with a substantial barricade, arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities, and perform work which may interfere with school routine before or after school hours. (This subsection applies to new construction on existing sites.)
- o Provide substantial barricades around any shrubs or trees indicated to be preserved.
- o Deliver materials to building area over route designated by District.
- o When directed by the District, take preventive measures to eliminate objectionable dust.
- o Confine his apparatus, the storage of materials, and the operation of his workmen to limits indicated by law, ordinances, permits, or directions of District, and shall not unreasonably encumber premises with his material, and enforce all instructions of the District regarding signs, advertising, fires, danger signals, barricades, and smoking, and require that all persons employed on work comply with all regulations while on construction site.
- o 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, they shall be replaced by an approved civil engineer at no cost to the District.

Article 42. LAYOUT AND FIELD ENGINEERING.

All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at his expense. Such work shall be done by a qualified civil engineer approved by the District. Any required "As-Built" drawings of site development shall be prepared by the approved civil engineer .

Article 43. CUTTING AND PATCHING.

Contractor shall do all cutting, fitting, or patching 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 showing upon, or reasonably implied by, the drawings and specifications for the completed structure, and he shall make good after them as District may direct. All cost caused by defective or ill-timed work shall be borne by party responsible therefor.

Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent of District.

Article 44. CLEANING UP.

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this work; debris shall be removed from premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of work, he shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration; he shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

Article 45. CORRECTION OF WORK BEFORE FINAL PAYMENT.

Contractor shall promptly remove from premises all work condemned by the District as failing to conform to the contract, whether incorporated or not. Contractor shall promptly replace and re-execute his own work to comply with the contract documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the 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, the District may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

Article 46. ACCESS TO WORK.

District and its representatives shall at all times have access to work wherever it is in preparation or progress.

Contractor shall provide safe and proper facilities for such access so that District representatives may perform their functions under contract.

Article 47. OCCUPANCY.

District reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this contract.

Article 48. DISTRICT'S INSPECTOR.

One or more inspectors employed by District in accordance with requirements of Title 24 of the California Code of Regulations will be assigned to the work. His duties are specifically defined in Section 4-342 to Title 24.

All work shall be under observation of said inspector. He shall have free access to any or all parts of work at any time. Contractor shall furnish inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed, respecting progress and manner of work and character of materials. Inspection of work shall not relieve Contractor from any obligation to fulfill this contract. Inspector shall have authority to stop work whenever provisions of the contract documents are not being complied with, and Contractor shall instruct his employees accordingly.

Article 49. SUBSURFACE CONDITIONS.

If work under this Contract involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

- (a) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- (b) Subsurface or latent physical conditions at the site differing from those indicated.
- (c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

If, in the District's opinion, any change is required for performance of extra work not covered by this Contract, the District may order such change under the provisions of Article 32 herein.

In accordance with Public Contracts Code §7104, any dispute arising between Contractor and District as to any of the conditions listed in (a), (b) or (c) above, or with respect to Article 32 of this Contract, shall not excuse the Contractor from the completion date required by this Contract and the Contractor shall proceed with all work to be performed under this Contract.

In addition, the District reserves the right to terminate this Contract should the District determine not to proceed because of any condition described in (a), (b) or (c) above. Contractor shall receive payment for all work performed to the date of termination.

Article 50. TESTS AND INSPECTIONS.

If the contract, 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 of the date fixed for such inspection. Required certificates of inspection shall be secured by Contractor. Observations by District shall be promptly made, and where practicable at source of supply. If any work should be covered up without approval or consent of District, it must, if required by the District, be uncovered for examination and satisfactorily reconstructed at Contractor's expense in compliance with the contract. Costs of tests and inspections for any work and materials found to be not in compliance with the contract shall be paid for by District and back - charged to the Contractor. Other costs for tests and inspection of materials shall be paid by the District.

The District, with the approval of the registered engineer, shall select a qualified person or testing laboratory as the testing agency to conduct the test, and all tests shall be conducted in conformance with Section 4-335 of Title 24 of the California Code of Regulations.

Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or sampling of materials to be tested shall be selected by such laboratory or agency, or District's representative, and not by Contractor.

Contractor shall notify District a sufficient time in advance of the manufacture of materials to be supplied by him under the contract, which must, by terms of contract, be tested in order that District may arrange for testing of same at the source of supply. Any materials shipped by Contractor from the source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in work without prior approval of District and subsequent testing and inspection.

Re-examination of questioned work may be ordered by District, and if so ordered, work must be uncovered by Contractor. If such work be found in accordance with contract documents, District shall pay costs of reexamination and replacement. If such work be found not in accordance with contract documents, Contractor shall pay such costs.

Article 51. SOILS INVESTIGATION REPORT.

When a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Any information obtained from such report, or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock, is approximate only, is not guaranteed, and does not form a part of the contract. Contractor is required to make a visual examination of site and must make whatever tests he deems appropriate to determine underground condition of soil. No claims for allowances or damages because of Contractor's negligence in acquainting himself or herself with the conditions of the site as described herein will be recognized.

Article 52. ARCHITECT'S STATUS. (Not used)

The Architect shall be the District's representative during the construction period, and he shall observe the progress and quality of the work on behalf of District. He shall have authority to act on behalf of District only to the extent expressly provided in the contract documents. He shall have the authority to stop work whenever such stoppage may be necessary, in his reasonable opinion, to ensure the proper execution of the contract.

The Architect shall be, in the first instance, the judge of the performance of this contract. He shall side neither with the District nor with the Contractor, but shall use his powers under the contract to enforce its faithful performance by both.

The Architect shall have all responsibility and power established by law, including Title 24 of California Code of Regulations.

Article 53. ARCHITECT'S DECISION. (Not used)

The Architect shall, within a reasonable time, make decisions on all claims of District or Contractor and on all other matters relating to the execution and progress of the work.

Article 54. MATERIALS AND WORK.

Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within the specified time.

Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.

No materials, supplies, or equipment for work under this contract 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 seller or supplier. Contractor warrants good title to all material, supplies and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him, to District free from any claim, liens or charges. He further agrees that neither he nor any person, firm or corporation furnishing any materials or labor for any work covered by this contract shall have any right to lien upon premises or any improvements or appurtenances 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 utility company or political subdivision. In event of installation of any such metering device or

equipment, Contractor shall advise District as to owner thereof. Nothing contained in this article, however, shall defeat or impair right 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 hands 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 material for work when no formal contract is entered into for such materials.

Contractor shall, after signing the agreement with the District, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the work. Contractor shall, upon demand from the District, furnish to the District documentary evidence showing the orders have been placed.

District reserves the right, for 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 at the specific date mentioned in the agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by the Contractor.

Materials shall be stored on the premises in such manner so as not to interfere with the work and so that no portion of the structure shall be overloaded.

Materials or work required or necessary to be tested shall be tested under supervision of, as directed by, and at such places as may be convenient to the District. The required testing of all structural materials shall be done by an approved Testing Laboratory.

Article 55. SUBSTITUTIONS.

Manufacturers and products listed in the specifications form the basis for design and quality intended. The General Contractor may propose substitutions of equal design and quality with a completed Substitution Request form as attached at end of this section. Submit a separate form for each proposed substitution. The request and all supporting data must be received by the District no later than 11:00 AM on December 9, 2007. Request for substitution may be sent via facsimile (562) 562 802-3846 by the date stated below, will bar the bidder from proposing a substitution for an item specified in the Bid Documents. If accepted, the substitution will be included as an addendum item. (Additional details are discussed in Information to bidders item #21).

In event Contractor furnished material, process or article is more expensive than that specified, difference in cost of such material, process or article so furnished shall be borne by Contractor.

Article 56. SUBCONTRACTING.

- (a) Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any

part of this contract, Contractor shall be as fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in contract documents shall create any contractual relations between any subcontractor and the District.

- (b) District's consent to or approval of any subcontractor under this contract shall not in any way relieve Contractor of his obligations under this contract and no such consent or approval shall be deemed to waive any provisions of this contract.
- (c) Substitution or addition of subcontractors shall be permitted only as authorized in the "Subletting and Subcontracting Fair Practices Act," commencing at §4100 of the Public Contract Code.

Article 57. WAGE RATES.

Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the contract.

Per diem wages shall be deemed to include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in §1773.8 of the California Labor Code, apprenticeship or other training programs authorized by Section 3093 of the California Labor Code, and similar purposes when the term "per diem wages" is used herein.

If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the work under the contract is to be performed, he shall make the change available to the District, but the change shall not affect the Request for bids or the contract subsequently awarded.

Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1-1/2) times the above specified rate of per diem wages, unless otherwise specified.

There shall be paid each worker of the Contractor, or any of his subcontractors engaged in work on the project, not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such worker.

The Contractor shall, as a penalty to the District, forfeit an amount as determined by the Labor Commissioner pursuant to Labor Code §1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the director for such work or craft in which such worker is employed for any public work done under the contract by him or by any subcontractor under him. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

Contractor shall post, at appropriate conspicuous points on the site of the project, a schedule showing all determined general prevailing wage rates.

Article 58. RECORD OF WAGES PAID: INSPECTION.

Pursuant to §1776 of the Labor Code,

- (a) Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under this contract.
- (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 such 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 upon request by the public for inspection or copies thereof made: provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided 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 such records at the principal office of the Contractor.

- (c) Each Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of a written request.
- (d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated.
- (e) The Contractor shall inform the District of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- (f) In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of Twenty-Five Dollars (\$25.00) to the District for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- (g) The responsibility for compliance with this Article shall rest upon the prime Contractor.

Article 59. HOURS OF WORK.

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 this contract, upon the work or upon any part of the work contemplated by this contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractors 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 (1-1/2) times the basic rate of pay.

The Contractor shall pay to the District a penalty of Twenty-Five Dollars (\$25.00) for each worker employed in the execution of this contract by the Contractor or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one

calendar week, in violation of the provisions of Article 3, (commencing at §1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

Any work necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without additional expense to the District.

Article 60. APPRENTICES.

All apprentices employed by Contractor to perform services under the contract shall be paid the standard 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. Only apprentices, as defined in Labor Code §3077, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing with Section 3070) of Division 3, are eligible to be employed under this contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprenticeship agreements under which he or she is training.

When the Contractor to whom the contract is awarded by the District or any subcontractor under him or her, in performing any of the work under the contract or subcontract, employs workers in any apprenticeship type craft or trade, the Contractor and subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work, for a certificate approving the Contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the Joint Apprenticeship Committee or Committees shall be subject to the approval of the Administrator of Apprenticeship. The Joint Apprenticeship Committee or Committees, subsequent to approving the subject contractor or subcontractor, shall arrange for the dispatch of apprentices to the Contractor or subcontractor in order to comply with section 1777.5 of the Labor Code. 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, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the craft or trade in the area of the site of the public work, to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the public work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentices work for each five hours of labor performed by a journeyman, except as

otherwise provided in section 1777.5 of the Labor Code. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

The Contractor or subcontractor, if he or she is covered by this Article and Labor Code section 1777.5, upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he or she employs apprentices in the craft or trade in the State on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in this Article and said section 1777.5. The section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars (\$30,000.00) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or 40 hours per week, shall not be used to calculate the hourly ratio required by section 1777.5. "Apprenticeable craft or trade," as used in section 1777.5 and this Article, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a contractor from the 1-to-5 ratio set forth in section 1777.5 and this Article when it finds that any one of the following conditions is met:

- (a) Unemployment for the previous three-month period in the area exceeds an average of 15 percent (15%).
- (b) The number of apprentices in training in such area exceeds a ratio of 1-to-5.

- (c) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis.
- (d) Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When exemptions are granted to an organization which represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

A Contractor to whom the contract is awarded or any subcontractor under him or her, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any craft or trade in the area of the site of the public work, to which fund or funds other contractors in the area of the site of the public work are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Contractor or subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in Labor Code Section 227.

The responsibility of compliance with Labor Code section 1777.5 and this Article for all apprenticeable occupations is with the prime Contractor.

All decisions of the Joint Apprenticeship Committee under this Article and Labor Code section 1777.5 are subject to Labor Code §3081.

It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex or age (except as provided in §3077 of the Labor Code) of such employee.

Pursuant to Labor Code §1777.7, in the event the Contractor willfully fails to comply with the provisions of this article and §1777.5 of the Labor Code, such Contractor shall:

- (a) Be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of noncompliance is made by the Administrator of Apprenticeship; and

- (b) Forfeit, as a civil penalty, in the sum of Fifty Dollars (\$50.00) for each calendar day of noncompliance. Notwithstanding the provisions of §1727 of the Labor Code, upon receipt of such a determination, the District shall withhold from contract progress payments then due or to become due such sum.

Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council.

Any funds withheld by the District pursuant to this Article and section 1777.5 of the Labor Code shall be deposited in the General Fund of the District.

The interpretation and enforcement of §1777.5 and §1777.7 of the Labor Code shall be in accordance with the rules and procedures of the California Apprenticeship Council.

Article 61. ASSIGNMENT OF ANTITRUST CLAIMS.

Pursuant to §4550 *et seq.* of the Government Code, in submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 [commencing with §16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

If the District receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with §4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the District shall, within one year from such demand, reassign the cause of action assigned pursuant to this article if the assignor has been or may have been injured by the violation of law for which the cause of action arose; and (a) the District has not been injured thereby; or (b) the District declines to file a court action for the cause of action.

Article 62. WORKERS' COMPENSATION INSURANCE.

The Contractor shall provide, during the life of this contract, workers' compensation insurance for all of his employees engaged in work under this contract, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the

subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of 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 this contract, on or at the site of the project, is not protected under the Workers' Compensation Statute, the Contractor shall provide or shall cause a subcontractor to provide adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers. Contractor is required to secure payment of compensation to his employees in accordance with the provisions of §3700 of the Labor Code.

Article 63. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

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

Article 64. ACCEPTANCE OF COMPLETION.

The Board shall accept completion of the contract and have the Notice of Completion recorded when the entire work shall have been completed to the satisfaction of the District.

However, the Board may accept the completion of the contract and have the Notice of Completion recorded when the entire work shall have been completed to the satisfaction of the District, except for minor corrective items, as distinguished from incomplete items.

If the Contractor fails to correct all such items prior to the expiration of the 30 day period immediately following Acceptance of Completion, the District shall withhold from the final payment an **amount equal to twice** the estimated cost of correction of all such items until the last of the items has been corrected. Five calendar days before the end of the 30 day period, the Contractor shall review the Punch List and make a list of all items not yet corrected. On the same day, he shall contact the District to arrange for a walk-through at the Project Site (to include representatives of the District, the Contractor, and the District) to review the Contractor's list and determine the extent of work yet to be corrected. Should a substitution requested by the Contractor require redesign as determined by the District, the cost of said redesign shall be borne by the Contractor.

At the end of the 30 day period, if there are items remaining to be corrected, the District may request the Contractor in writing to make immediate correction within ten (10) calendar days of the date of the written notice. The District may make the correction and deduct the costs from the amount withheld therefore.

Article 65. EXAMINATION AND AUDIT.

Pursuant to Government Code Section 10532, notwithstanding any other provision of law, on each contract where the District receives and expends State Funds in excess of \$10,000, the contracting parties shall be subject to examination and audit by the Auditor General for a period of three years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the cost of administering the contract.

SUPPLEMENTARY GENERAL CONDITIONS

- A. The work shall be commenced on the date stated in the District's Notice to the Contractor to proceed (which date will not be less than five (5) consecutive calendar days from and after the date of execution of the contract) and shall be completed within One Hundred Twenty (120) consecutive calendar days (if awarded all schools). If award is made per school, the bidder shall have 2 weeks construction timeline per school which may be combined. See Scope of work details.
- B. The agreed liquidated damages provision established in Article 6 of the General Conditions is Five Hundred Dollars (\$500.00) per day past February 20, 2006 delivery and completion day.
- C. The number of copies of drawings and specifications to be furnished to Contractor free of charge, per Article 3 of the General Conditions is three.
- D. Insurance. As provided in the General Conditions, Contractor shall take out and maintain 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 in an amount not less than \$2,000,000.00

and

Subject to the same limit for each person on account of 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 the 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.

- E. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is four.
- F. Liquidated Damages will be assessed for each calendar day the work remain incomplete beyond the established completion date as set forth in the contract documents. Liquidated Damages will also be assessed for each

consecutive calendar day the work remains incomplete beyond the established date for the completion of the punchlist and will continue to accrue until the work is accepted in writing by the District.

Contractor will pay to the District the sum of money stipulated in item B above for each day's delay in completing work beyond the time prescribed. A final credit change order shall be executed to assess liquidated damages. If the Contractor fails to pay such liquidated damages, the District may deduct the amount thereof from any money due or that may become due the Contractor under the contract (Public Contract Code Section 10826).

The Contractor's construction schedule, record drawings, and certified payrolls must be current for progress payment application. When invoicing for progress payments, the contractor will be required to submit four (4) copies of the invoice directly to the attention of Robert Kay, Facilities Department 12300 166th St., Cerritos, CA 90703 for processing and approval. Invoices will be allowed to be submitted at the end of each 30-day period, less 10% retention.

- G. The Contractor shall maintain a set of contract documents on the project site for record documents. Contractor payments are contingent upon the record drawings being maintained in a current status; in as much as the inspector will not approve the payment unless record drawings are current and initialed.
- H. As a condition precedent to the certifying of the final payment under the contract, the Contractor shall submit complete record documents and product warranties to the District.
- I. **If required, the District reserves the right to reschedule the contractor's work if it interrupts the school's instructional program and/or business activity on a special event day. Advance notification will be offered to the contractor. Time extension to the contract only will be granted.**
- J. KEYS: In accordance with ABC Unified School District Board Policy No. 3517, the Contractor will be allowed to have possession of campus keys. Once in possession of the keys, the Contractor will be held responsible for any lost and/or stolen key(s) and therefore will become responsible for the rekeying of all locks each key opens. The Contractor shall not duplicate or release the keys from his/her possession.

The cost for rekeying per school is: \$8,500.00

- K. WARRANTY:

The Contractor warrants to the District that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor Warranty to District includes, but is not limited to the following representations:

- (a) In addition to any other warranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after date of acceptance of Work by District and shall repair or replace any such work, together with any other work, which may be displaced in so doing that may prove defective in workmanship and/or materials within one (1) year period from the date of completion as defined in the Public Contract Code Section 7107(c) without expense whatsoever to the District, ordinary wear and tear, unusual abuse, or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.
 - (b) In the event of failure of Contractor to comply with above-mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at the expense of the Contractor who hereby agrees to pay costs and charges therefor immediately on demand.
 - (c) 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, the District will attempt to give the notice required by this Article. If the Contractor cannot be contacted or does not comply 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 attention shall be charged against Contractor. Such action by the District will not relieve the Contractor of the guarantee provided in this Article or elsewhere in this Contract.
 - (d) This Article does not in any way limit the guarantee on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.
- L. The successful bidder and subcontractors are to submit an Injury and Illness Prevention Program (IIPP) for the District's/Inspector's review prior to the start of construction. The IIPP shall be prepared to comply with the State of California law.

- M. Material Safety Data Sheets must be on file with the District's Maintenance Department for any material that can be inhaled, injected, ingested, or absorbed through the skin, prior to material being delivered to the job site.**
- N. The District at its own discretion shall have the right to claim all removed electrical equipment. The contractor at his/her own expense shall arrange for the delivery of selected equipment to the District's Maintenance site. The contractor shall be responsible to legally dispose of all other equipment the District wishes not to keep.
- O. Use of the Site and Buildings: Limit use of the premises to areas in which the work is specified.
1. District Occupancy: Allow for District occupancy and use by the public.
 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the District, the District's employees, students and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
 3. Dogs, pets of any kind, alcohol, illegal drugs, radios, music and wearing of "walkman" type equipment are not permitted on the Project site or in the buildings.
 4. Shirts shall be worn at all times.
 5. Smoking is not permitted on the campus.
- P. Full District Occupancy: The District will occupy some of the existing buildings and most of the site during the entire construction period. Cooperate with the District during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the District's operations.
- Q. Work Hours:
- Weekdays/Weekends: 7:00 A.M. through 7:00 P.M. (and/or as allowed per city of jurisdiction's construction noise ordinance).
 - School year: 2:30 P.M. through 7:00 P.M. (and/or as allowed per city of jurisdiction's construction noise ordinance). Interior work can continue beyond 7:00 P.M.
- T. Closeout: All closeout items such as Warranty Certificates, "As-Built" drawings, and Keys must be submitted prior to 35 days after filing of Notice of Completion. Failure of which will cause the District to hold retention until all items are submitted.

FIBER ENTRANCE FACILITIES

- ALOHA:** Trench for new 4" conduit w/innerduct/ pull tape from pole on E. side of school through yard to walkway cover; up to and over walkway cover (existing pathway) to existing access box on roof of A bldg. Use existing spare 2" conduit to MDF.
- BURBANK:** Rod/Innerduct/Pull Tape existing 4" conduit from pole on Roseton at front of school to yard box to admin bldg. to MDF. Use existing spare 2" conduit penetration into bldg. and continue with 2" to MDF.
- FURGESON:** Trench/saw-cut (see saw-cut specifications) for new 4" conduit w/innerduct/ pull tape from pole on 223rd. St. on S. side of school to side of A Center bldg. up to and over walkway cover (existing pathway) to MDF in B bldg.
- HAWAIIAN:** Trench/saw-cut (see saw-cut specifications) for new 4" conduit w/innerduct/ pull tape from pole on driveway at East side of school through yard to side of school MPR bldg. At corner of MPR bldg. go up wall and over doorways to walkway cover continue to and terminate into existing 24" X 24" box. Use existing conduits, over roof, to continue placement of innerduct to MDF
- JUAREZ:** Rod/rope/attempt innerduct existing 2" from MPOE North. through existing vault in lunch area continuing North through back of school then West to commercial area access at West side of school. Verizon records show 750' run. A new vault to be installed at half way point. If innerduct cannot be pulled then 3/8" rope will be pulled for Verizon.
- MELBOURNE:** Trench/saw-cut (see saw-cut specifications) for new 4" conduit w/innerduct/ pull tape from pole at front of school on Claretta through planter, driveway and grass to South end of Admin bldg. Enter bldg. next to existing communications facilities.
- NIEMES:** Trench/saw-cut (see saw-cut specifications) for new 4" conduit w/innerduct/ pull tape from pole on Jersey St. at front of school through yard to admin bldg. up and along wall to MDF.
- PALMS:** Trench/saw-cut (see saw-cut specifications) for new 4" conduit w/innerduct/ pull tape from pole on 207th St. to MPR bldg. Run up and along W. side of bldg. down to existing spares; connect at this point. Rod/Innerduct/pull tape existing spares to Admin bldg. MDF.
- WILLOW:** Rod/ innerduct/ pull tape existing 4" conduit from pole on Pioneer to MPOE in bldg. A. continue via existing 2" conduit to Admin bldg. to MDF.
- FEDDE:** Trench/saw-cut (see saw-cut specifications) for new 4" conduit w/innerduct/ pull tape from curb on Elaine Ave. at E. side of school through yard and planter to admin bldg. to MDF.

ROSS: Trench/saw-cut (see saw-cut specifications) for new 4" conduit w/innerduct/pull tape from curb at front of school, on Elain, to existing yard vault on N. side of school. Rod /innerduct/ pull tape through existing spare pathways to Admin bldg. MDF.

AHS: #1. Rod/Rope existing 2" conduit from MPOE to pole on N. side of Del Amo. Attempt 1" innerduct otherwise leave 3/8 rope for Verizon pull.
#2. Trench/saw-cut (see saw-cut specifications) for new 4" conduit w/innerduct/ pull tape from MPOE to new vault on N. side of school at Del Amo.

CHS: From curb, in front of school on 183rd, place new vault, trench through yard, through or under walkway and through planter to admin bldg. Penetrate bldg. under window of MPOE/MDF room

WHS: At curb, in front of school on Shoemaker, place new vault. Trench/saw-cut (see saw-cut specifications) for new 4" conduit w/innerduct/ pull tape through grass, planter and walkways to admin bldg. Go up the wall, penetrate bldg. above inside ceiling height and continue to MDF room.

ADULT/TRACY: Rod/Innerduct/Pull Tape Existing 4" conduit from vault at curb on Cuesta to bldg. "F" MPOE. Need new 4" conduit w/innerduct, (follow existing path) from MPOE to Bldg. "E" MDF. New 4" conduit w/innerduct/pull tape from (follow existing path) Bldg. "E" MDF to Tracy admin bldg. Will need new penetration point into Tracy Admin bldg. and continue to MDF.

LEGEND: MPOE: Minimum Point of Entry to building
MDF: Main Distribution Frame.
Rod/Rope: To fish conduit and install rope
Rod/Innerduct/Pull Tape: To fish conduit and install innerduct with pull tape (unless rope is specified).
Pole: Telephone Pole.
Vault: Ground access point.
Innerduct: 1" flexible PVC/NON-plenum. Use Verizon/ATT spec.

Note: It is the contractor's responsibility to check for conflicts due to underground utilities. Contractor may use Dig-alert or similar services to verify underground conditions.

Underground Conduit Scope of Work

1. Computer network conduit system:

Provide an empty conduit system with junction boxes and pull string boxes per CBC building code between the designated points and sketched pathways for future network wiring. Wiring within the conduit shall be provided later under separate contract.

2. Install 4" PVC Schedule 40 conduit underground. All other conduit installations other than underground, if applicable to this project, must meet the attached specification **Conduit 1.0**

3. Saw Cutting:

Saw cuts for trenches through concrete walkways must be no less than 5' apart and no saw cut line shall be closer than 5' from existing expansion joints. If necessary, remove the slab from existing expansion joint to closest existing expansion joint to meet the above requirement and to avoid obvious trench lines in concrete walkway. All debris cut and removed must be hauled from the site.

4. Trenching: See Specification 3.0 Trench Excavations attached

5. Backfilling Trenches:

Backfill all trenches with native soil. The backfill must achieve at least **90%** of the maximum density for compaction in compliance with ASTM D1557. Mechanical compaction is permitted. Ponding or flooding is not permitted as a compaction method. The backfill must meet adjacent to surrounding grade with equivalent material to tie in with the existing. If import fill is necessary, it must be approved by the District. Import fill must be free of any hazardous substances. No rocks or gravel over 2" is acceptable in the fill. (see specification **5.0 Warranty** as a supplemental condition to this contract.) The District will seed the grass after the proper backfill is in place.

6. Concrete/Asphalt Patching:

All concrete patching must be the same thickness as the existing (removed) concrete. A minimum of 2500 PSI is required. # 4 rebar at 24" OC both ways is required throughout the slab patch. A #4 rebar dowels must be drilled and pounded in all edges of the adjoining concrete @ a maximum of 18" apart and min. of 2" deep into the adjoining (existing/remaining) concrete.

The replacement of asphalt shall be in kind in with the depth and material of the replaced. For example, replace 3" AC over 4" base with the same. The edges shall be feathered and burned in place.

Specifications

1.0 CONDUIT

- a. All conduit installed shall not exceed tow 90 degree bends in the overall conduit path. It a run requiring more than two bends or in excess of 100 ft., installation of a pull box is required. It is acceptable to install a third bend into a conduit run without installing a pull box if the run is less than 30 ft. or if the following criteria are met:

1. Increase the conduit at least to the next trade size.
 2. Locate on bend within 12 in. of the cable feed end.
- b. All exterior boxes must meet weatherproof MEMA type 3R. Underground PVC conduit must meet Schedule 40 minimum.
 - c. Conduit shall be sized for maximum allowable fill.
 - d. Conduit shall be installed below grade. Install conduit 18" minimum below grade. Saw cut existing paving (asphalt or concrete) as required. Patch to match surrounding area. Repair damaged lines or piping caused by excavation.

2.0 INSTALLATION

a. Rigid Steel Conduit

1. Use for all sizes where directly exposed to weather; where subject to abnormal conditions of heat, cold, moisture, humidity, fumes and hazardous elements; where installed exposed below 7-1/2 feet, in areas where subject to mechanical injury including mechanical and equipment rooms; for high voltage, 208 volt and 480 volt feeders inside of Building and in concrete slabs on grade.
2. For all bends in conduit 1-1/4 inch and larger, use large radius bends.
3. Cut threads on conduit to standard taper and to a length such that all bare metal exposed by the threading operation will be completely covered by the couplings or fittings used. Securely tighten all threaded connections. The ends of all conduit shall be cut square and carefully reamed to full size.
4. Use for all conduits containing wiring for Fire alarm/Life Safety and Security Systems.

b. Rigid Plastic Conduit

1. Use for all conduit installed underground five (5) feet outside of building Lines. Do not use in or under building.
2. Make all fittings in plastic conduit watertight with approved solvent-weld cement specifically manufactured for the purpose. Bends in conduit shall not be distorted or discolored.

- c. Electrical Metallic Tubing: Use for all concealed wiring in sizes up to 4 inches diameter in dry locations as in stud partitions and furred and hung ceiling spaces.

3.0 TRENCH EXCAVATION

- a. Before opening any new excavations, uncover all intersecting existing utility lines located between the ground surface and one foot below the bottom of the new trench line. Trench depth 22" minimum and 24" maximum. The top of the 4" pipe should be a minimum of 18" deep below the adjacent grade level before backfilling.
- b. If utilities are to remain in place, provide adequate protection during earthwork operations to prevent damaging them.

- c. Cooperate with utility owner in keeping respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.
- d. Remove interfering portions of abandoned utilities, and cap or plug open ends of pipe to remain.
- e. The cap or plug must seal the opening in such a manner that would permit remaining portion of the utility to be reactivated.
- f. Notify District Representative for instructions on utilities which are determined to be active. Any relocation work performed on an active utility without obtaining prior approval of the District will be done at the contractor's risk and expense.
- g. Do not proceed without instructions, except to correct an immediate hazard or emergency condition.

4.0 ASPHALT PAVING

Surface Preparation

- a. All cracks 1/4" or more must be cleaned and filled to a level surface with a commercially available crack filler.
- b. Cracks under 1/4" must be filled with multiple coats of Guardtop (or equivalent material as defined by Specifications furnished by Industrial Asphalt) to a level surface. Application in accordance with "Standard Specifications for Public Works Construction, 1997 Ed."
- c. All areas to be sealed shall be mechanically cleaned of all dust, oil and other foreign materials. All repairs and repaired surfaces shall be approved by the Director of Maintenance or his designee prior to application of pavement sealer (or equivalent as approved by the District).
- d. Areas of heavy deposits of grease and oil shall be cleaned with a stiff brush using a detergent (Trisodium Phosphate or equivalent).
- e. All weeds shall be physically removed and all cracks shall be sprayed with Roundup prior to filling. Coordinate with the Maintenance Department for IPM notifications.

Removals

- a. Contractor to remove damaged asphaltic concrete paving in areas that have been designated by owner. This includes hauling away debris from District premises expeditiously.
- b. Areas to be repaired shall be made by saw cutting only.
- c. Removed areas shall be replaced with new hot mix patches to match thickness of existing base and asphalt paving.
- d. Contractor to provide owner with unit cost of removal and replacing concrete bumper stops, if necessary.

Sub-Grade

- a. Fine grade the sub-grade and roll to proper compaction values to ensure surface conditions are ready for installation of new asphaltic concrete paving.
- b. Fine grading shall be to a tolerance of plus or minus 1/2" to true grade elevation.
- c. Final rolling of sub-base shall be with a tandem roller weighing not less than five (5) tons.

Sterilization

- a. The sub-grade shall be sterilized using a Borate or Chlorate sterilant containing no less than 25% sodium chlorate mixed with water at one and one-half (1-1/2) pounds of sterilant per gallon of water.

Paving

- a. The repair areas designated shall result in the following thickness of compacted hot mix asphaltic concrete material:

Parking lots	3" asphalt over 4" aggregate
Driveways	3-1/2" asphalt over 6" aggregate
Playgrounds	2-1/2" asphalt over 3" aggregate

- b. All yard boxes damaged, destroyed or knocked out of alignment shall be the responsibility of contractor to remove and replace at the correct specifications.
- c. All new paving shall match existing paving and flow lines.
- d. The pavement shall be smooth, dense, well bonded and of uniform texture and appearance.
- e. The finished surface shall not contain irregularities greater in variation than 1/4" when checked with a 10' straight edge, except where breaks in grade are required. Before seal coat is applied, a water flood test shall be made in the presence of a Maintenance Department designee. The flooding shall be done by a water tank truck and ponding water eliminated by the contractor.
- f. A "tack coat" of asphalt shall be applied to the surface of the paving. One tack coat consisting of one part SS-1h and five parts of water should be broomed or sprayed evenly over the entire surface in the amount of three gallons of diluted mix per one hundred square feet. During the drying period, sweep out any pools of wet diluted material. Allow the tack coat to dry thoroughly before applying pavement sealer.
- g. The composition of asphaltic concrete for this project shall have a maximum aggregate size of 1/2". Asphaltic concrete will be to C-1 AR 800 specification. Leveling course will be D1 AR 8000.

Pavement Sealer

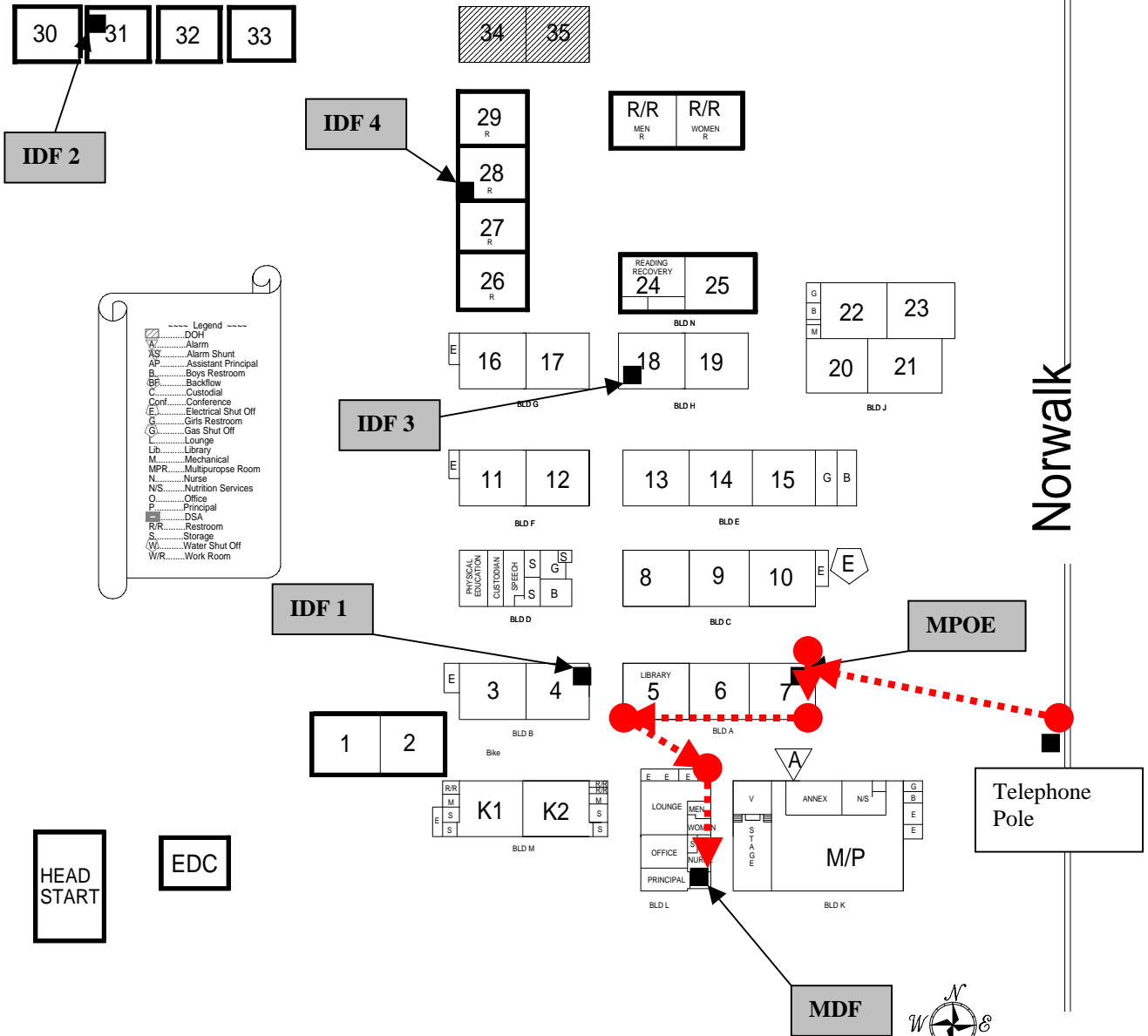
- a. Contractor shall apply two coats of a pre-mixed asphalt emulsion (slurry coating) over the entire asphalt concrete surface using **Guard Top Pavement Sealer** or an equivalent emulsion approved by the District.
- b. Contractor shall supply Technical Bulletin of sealer "or equal" for approval by the Director of Maintenance or designee.

- c. Physical properties (no asbestos fibers) shall include color – black, solids content 59% minimum by weight, 9.8 to 11.5 pounds per gallon.
- d. Application shall be 2.0 gallons per 100 square feet minimum.
- e. Seal coat must be thoroughly dried before striping operations commence or ten (10) days drying time.
- f. Reslurry on existing (too smooth) asphalt will require contractor to add 150 lbs. of #50 silica sand or #30 monterey per 100 gallons of slurry in first coat. Second coat regular application.

5.0 WARRANTY

Any settling of backfill in trenches which may occur during the one-year period after Substantial Completion shall be repaired to Owner's satisfaction by Contractor without additional expense to Owner, including complete restoration of damaged paving, walks, and other materials or installations of every kind.

Del Amo

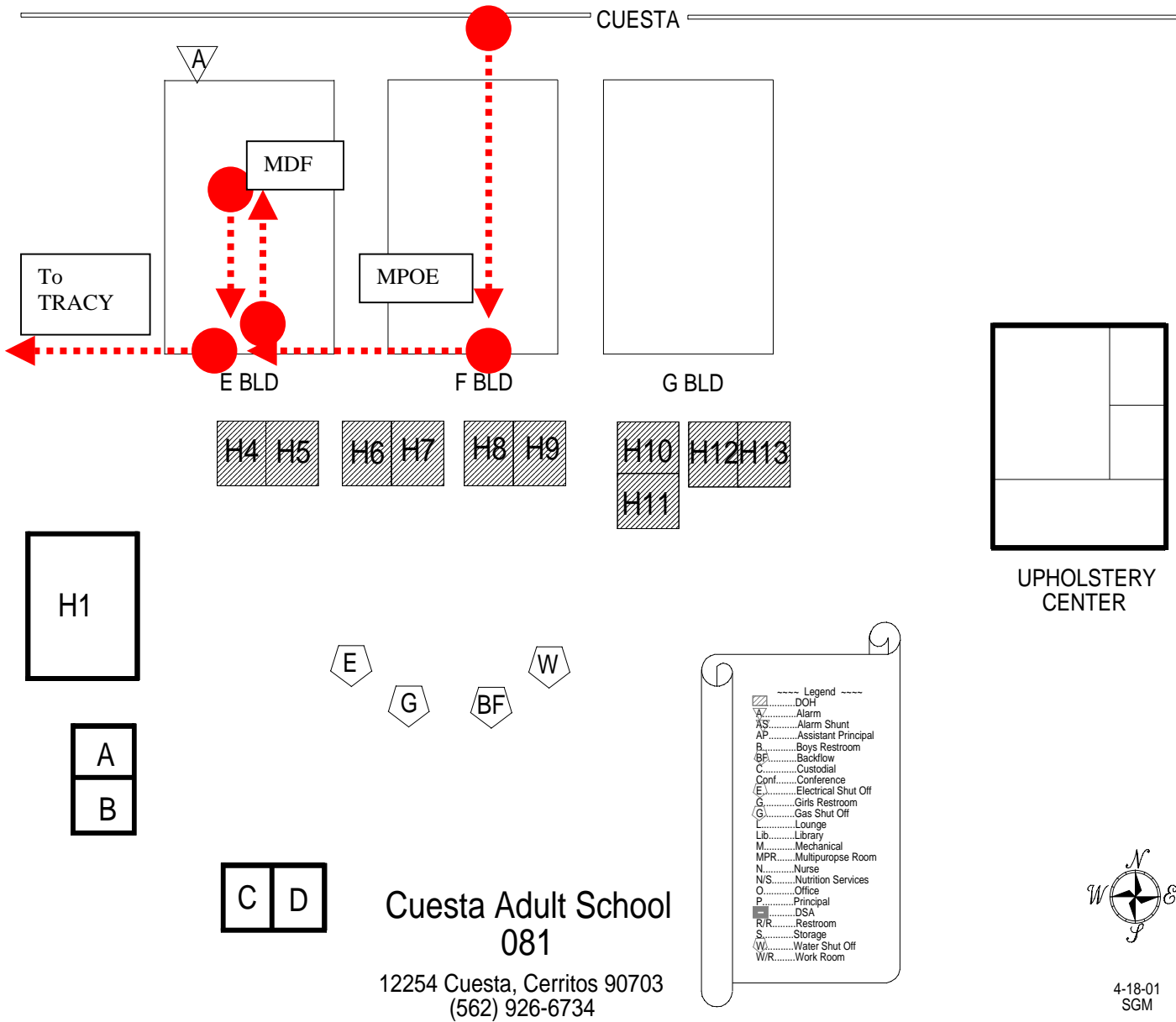


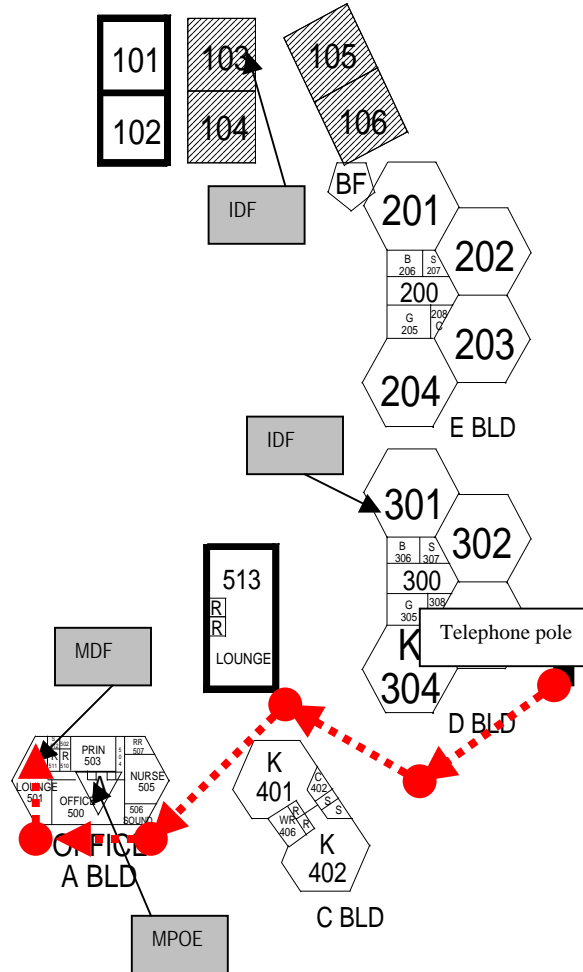
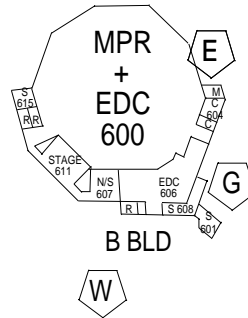
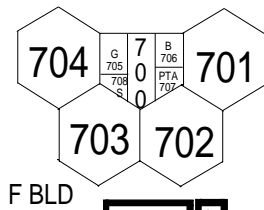
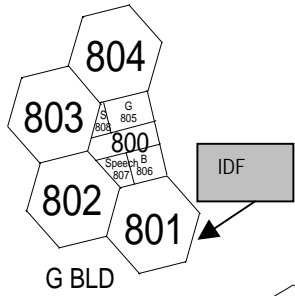
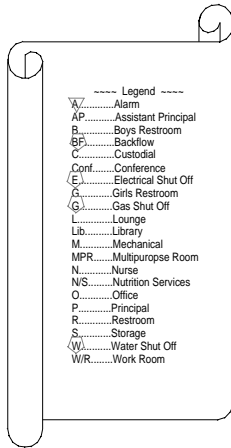
Norwalk

Willow Elementary 020

11733 E. 205th St., Lakewood 90715
(562) 865-6209

11-10-01
SGM
DR





214th St.

Aloha Elementary 001



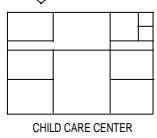
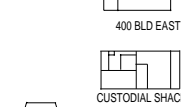
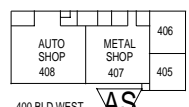
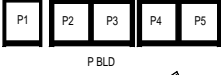
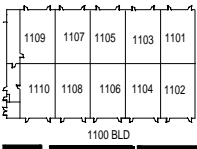
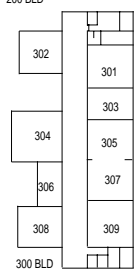
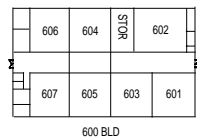
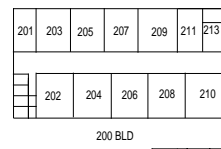
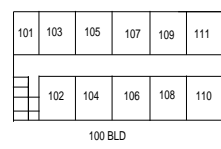
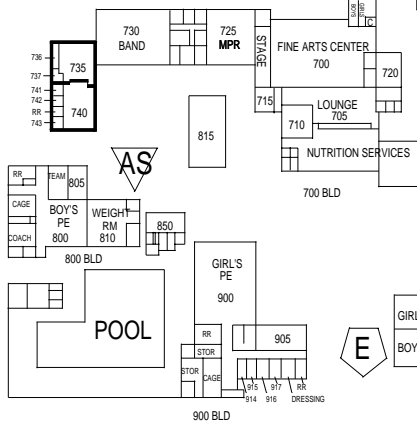
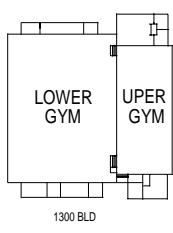
01-17-02
SGM
DR

Telephone Pole

Del Amo Blvd.

E Del Amo Blvd

MPOE MDF



- Legend -----
- ∇ Alarm
 - AS Alarm Shunt
 - AP Assistant Principal
 - B Boys Restroom
 - BF Backflow
 - C Custodial
 - Conf Conference
 - ES Electrical Shut Off
 - G Girls Restroom
 - GS Gas Shut Off
 - L Lounge
 - Lib Library
 - M Mechanical
 - MPR Multipurpose Room
 - N Nurse
 - N/S Nutrition Services
 - O Office
 - P Principal
 - R/R Restroom
 - S Storage
 - W Water Shut Off
 - WR Work Room

Artesia High School 032

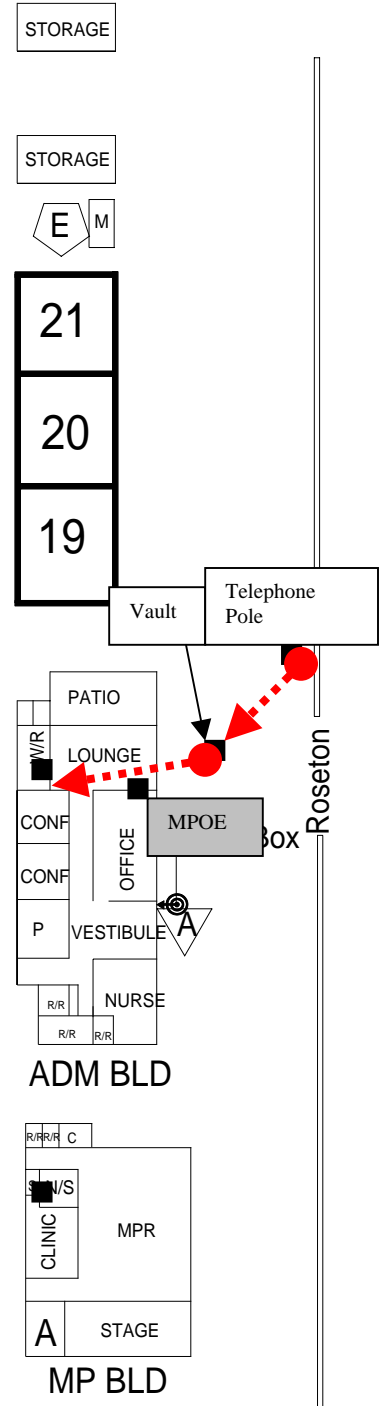
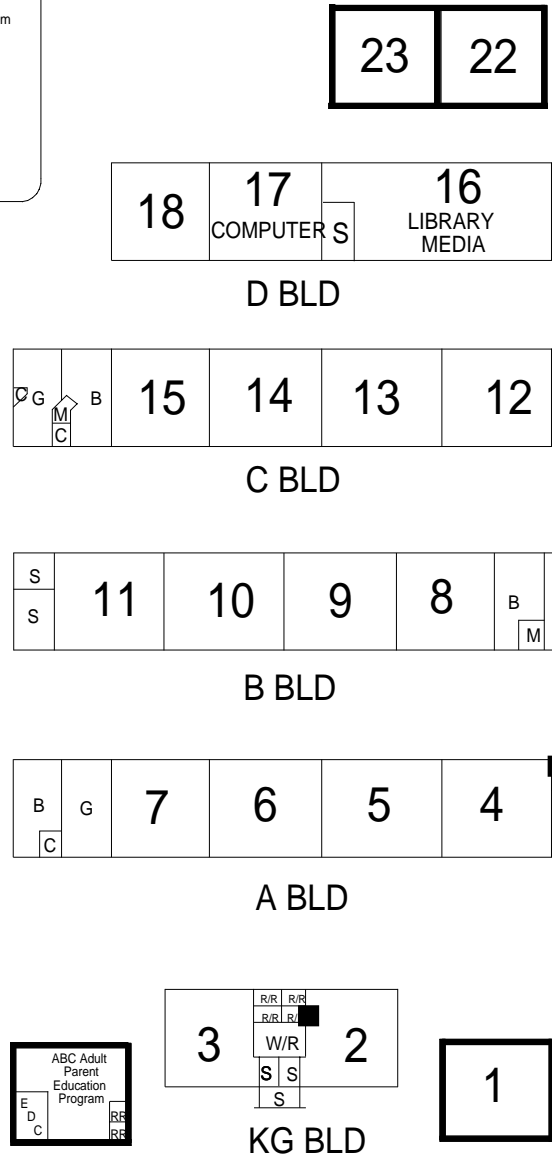
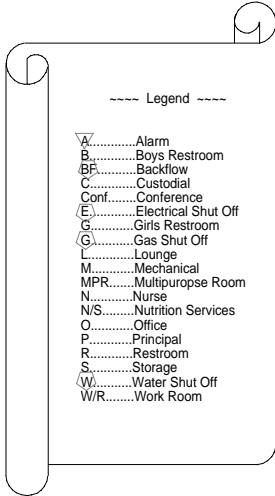
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(562) 926-5566 Ex 21601

207 th Street

Norwalk Blvd



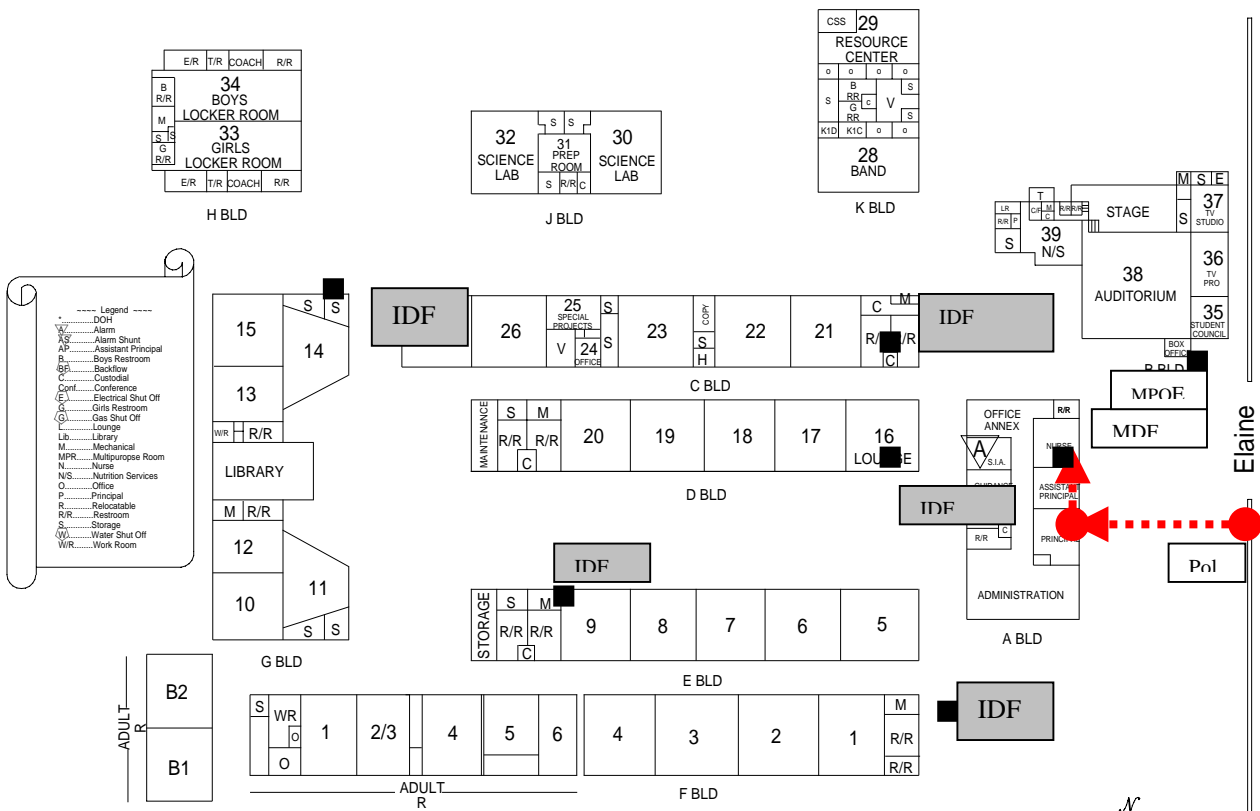
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M+O



Burbank Elementary
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 17711 Roseton, Artesia 90701
 (562) 865-6215



02-26-02
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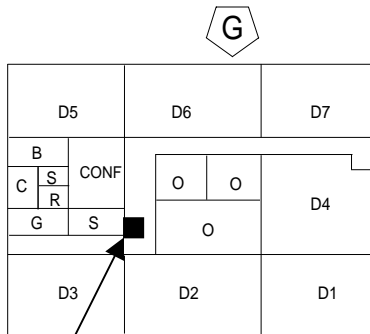
Fedde Middle
 028
 21409 S. Elaine, Haw. Gard. 90716
 (562) 924-2309



03-01-02
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 DR

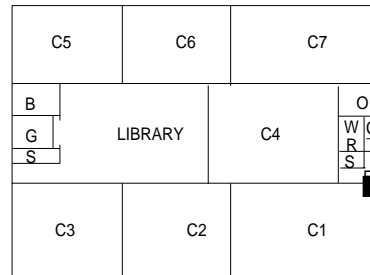
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CITY

F E



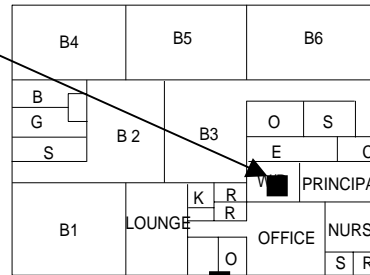
D BLD

IDF 3



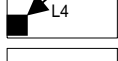
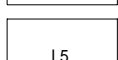
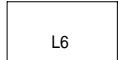
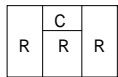
C BLD

MPOE

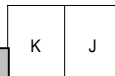
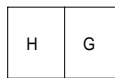


B BLD

- Legend
- DOH
 - A..... Alarm
 - AP..... Assistant Principal
 - B..... Boys Restroom
 - BF..... Backflow
 - BR..... Ball Room
 - C..... Custodial
 - Conf..... Conference
 - E..... Electrical Shut Off
 - EDC..... Extended Day Care
 - G..... Girls Restroom
 - G..... Gas Shut Off
 - H/S..... Head Start
 - K..... Kindergarten
 - L..... Lounge
 - Lib..... Library
 - M..... Mechanical
 - MPR..... Multipurpose Room
 - N..... Nurse
 - N/S..... Nutrition Services
 - O..... Office
 - P..... Principal
 - R..... Relocatable
 - R/R..... Restroom
 - S..... Storage
 - W..... Water Shut Off
 - W/R..... Work Room

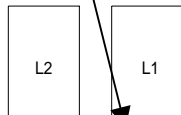


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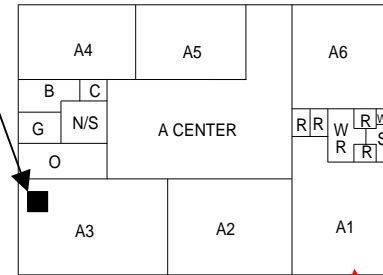
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IDF



W

BF



A BLD

MDF

Elaine Ave

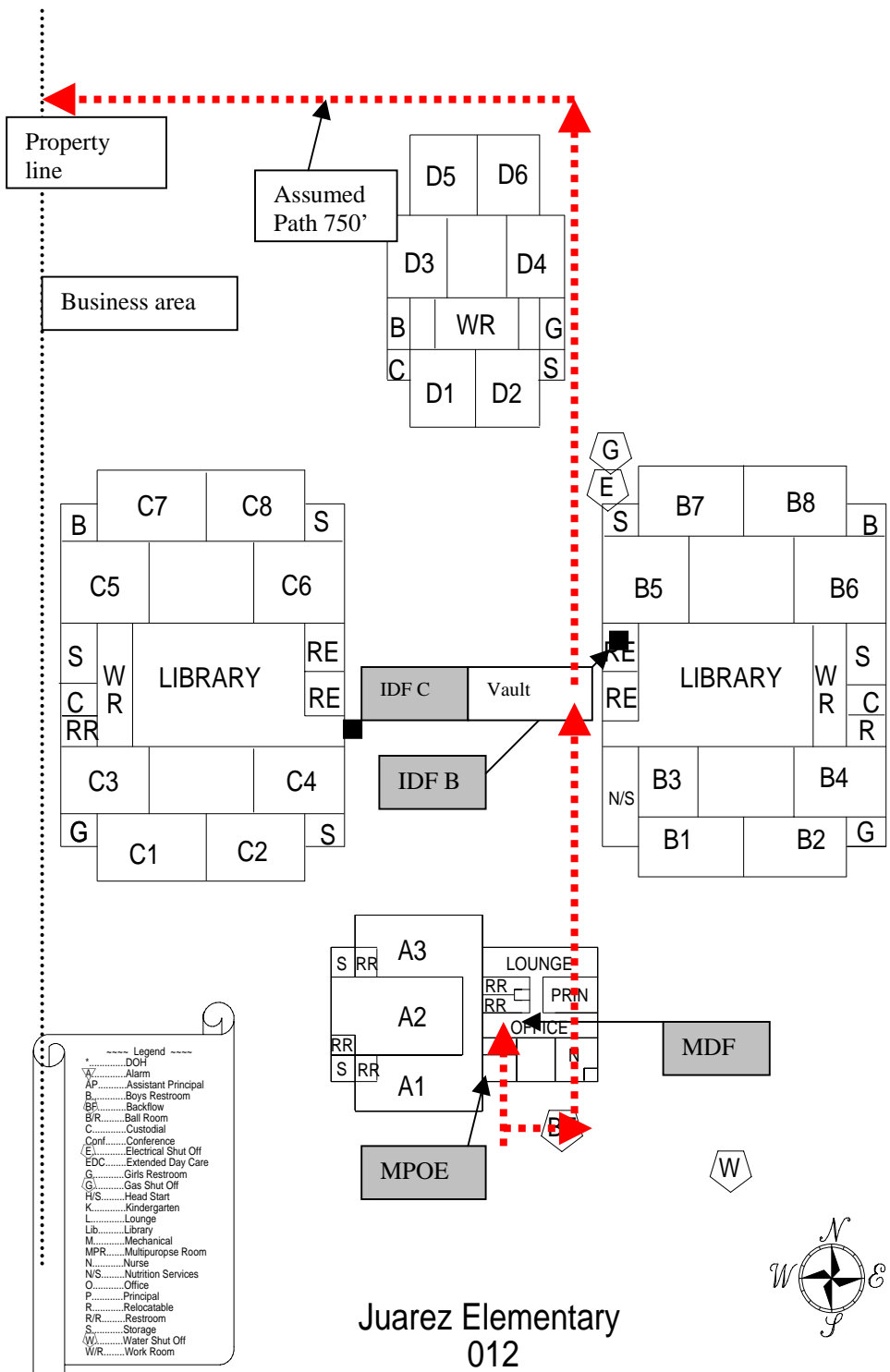
Furgeson Elementary 009

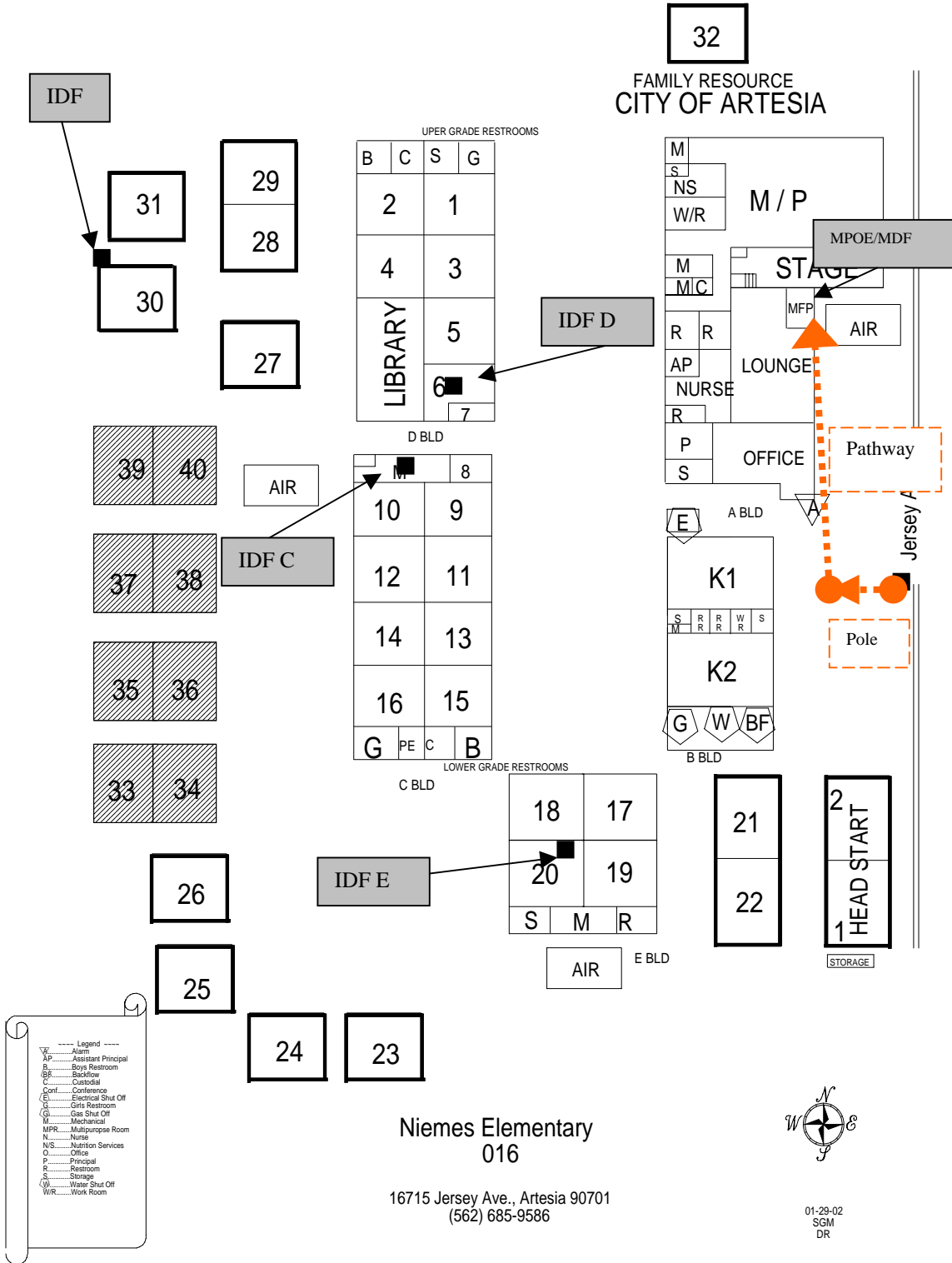
22215 Elaine Ave., Haw.Gard. 90716
(562)421-8285

223rd St.

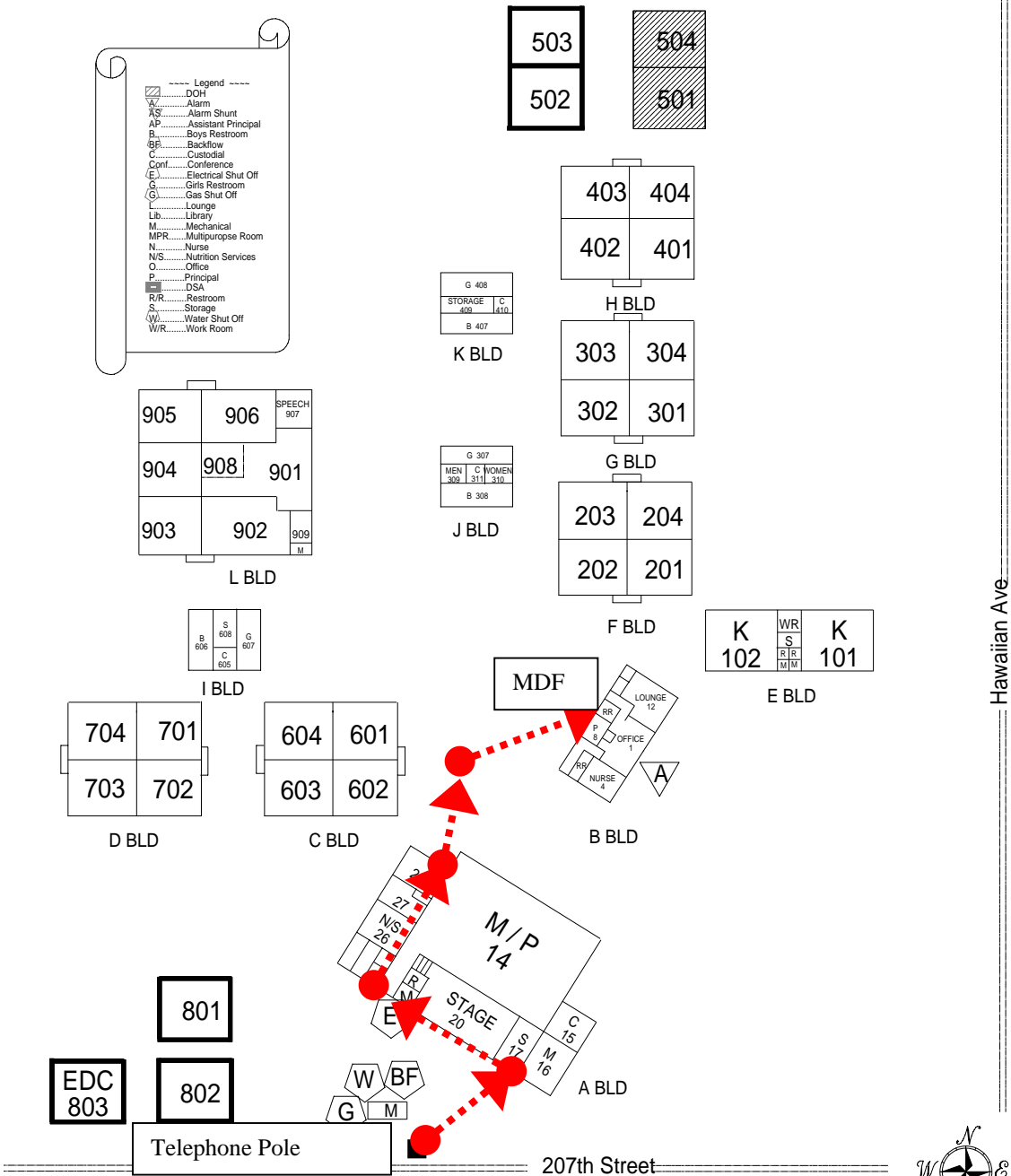


02-13-02
Telephone Pole





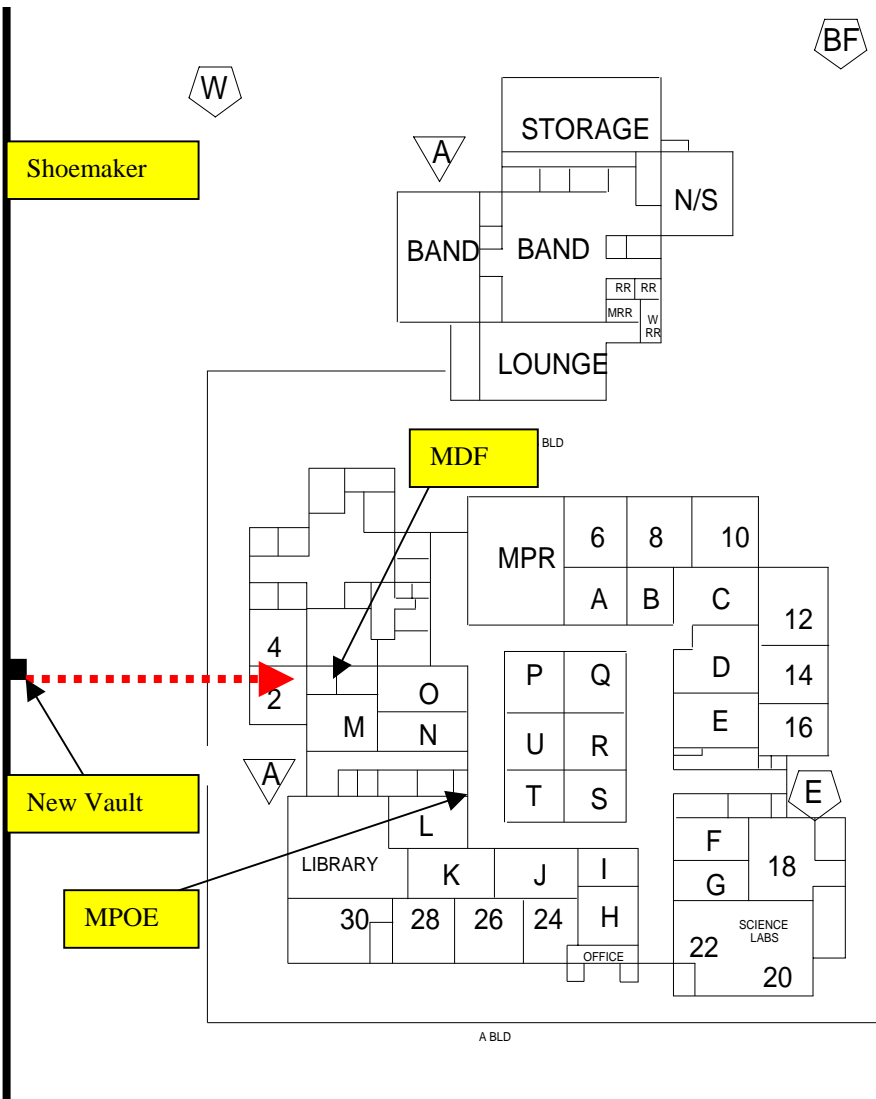
- Legend -----
-DOH
 -Alarm
 -Alarm Shunt
 -Assistant Principal
 -Boys Restroom
 -Backflow
 -Custodial
 -Conf.
 -Conference
 -Electrical Shut Off
 -Girls Restroom
 -Gas Shut Off
 -Lounge
 -Library
 -Mechanical
 -Multipurpose Room
 -Nurse
 -Nutrition Services
 -Office
 -Principal
 -DSA
 -Restroom
 -Storage
 -Water Shut Off
 -Work Room



Palms Elementary
018
 12445 E. 207th St., Lakewood 90715
 (562) 924-5549



11-17-01
 SGM
 DR



BF G

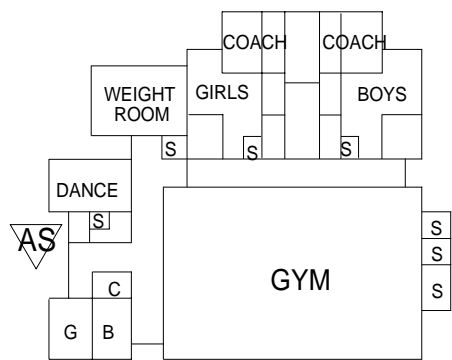
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Shoemaker

New Vault

MPOE

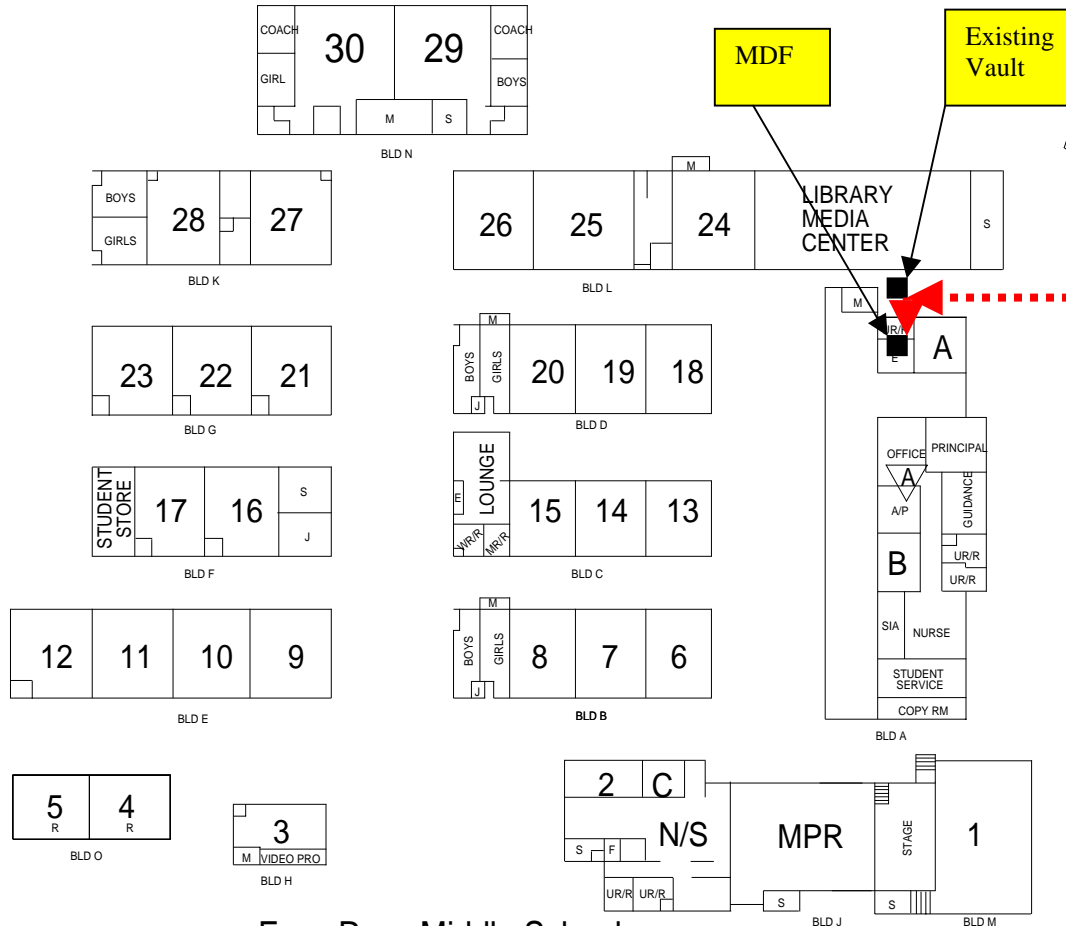
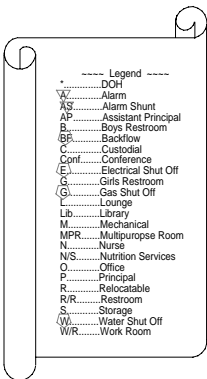
- Legend -----
-DOH
 - A.....Alarm
 - AS.....Alarm Shunt
 - AP.....Assistant Principal
 - B.....Boys Restroom
 - BF.....Backflow
 - C.....Custodial
 - Conf.....Conference
 - E.....Electrical Shut Off
 - G.....Girls Restroom
 -Gas Shut Off
 - L.....Lounge
 - Lib.....Library
 - M.....Mechanical
 - MPR.....Multipurpose Room
 - N.....Nurse
 - N/S.....Nutrition Services
 - O.....Office
 - P.....Principal
 - R.....Relocatable
 - R/R.....Restroom
 - S.....Storage
 - W.....Water Shut Off
 - W/R.....Work Room



Whitney High School 035

16800 Shoemaker Ave., Cerritos 90703
(562) 926-5566 Ex 22300

09-13-01
SGM



Faye Ross Middle School
026
17707 S. Elaine, Artesia 90701
(562)924-8331

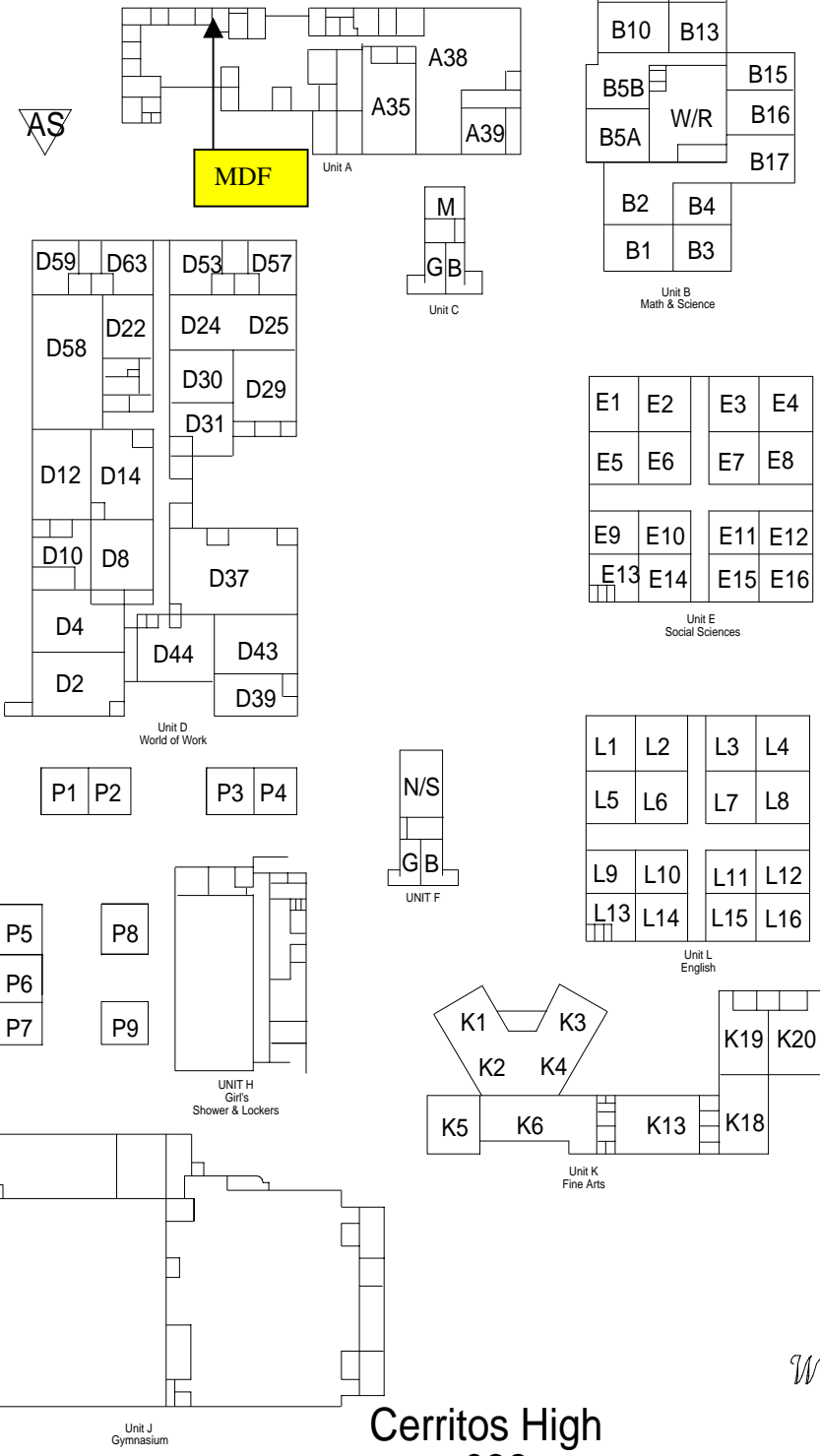
11-18-C
SGM
DR

183 rd. Street

New Vault

Bloomfield

- Legend
-DOH
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 - AS.....Alarm Shunt
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 - B.....Boys Restroom
 - BF.....Backflow
 - C.....Custodial
 - Conf.....Conference
 - E.....Electrical Shut Off
 - G.....Girls Restroom
 - GS.....Gas Shut Off
 - L.....Lounge
 - Lib.....Library
 - M.....Mechanical
 - MPR.....Multipurpose Room
 - N.....Nurse
 - N/S.....Nutrition Services
 - O.....Office
 - P.....Principal
 - R.....Relocatable
 - R/R.....Restroom
 - S.....Storage
 - W.....Water Shut Off
 - W/R.....Work Room

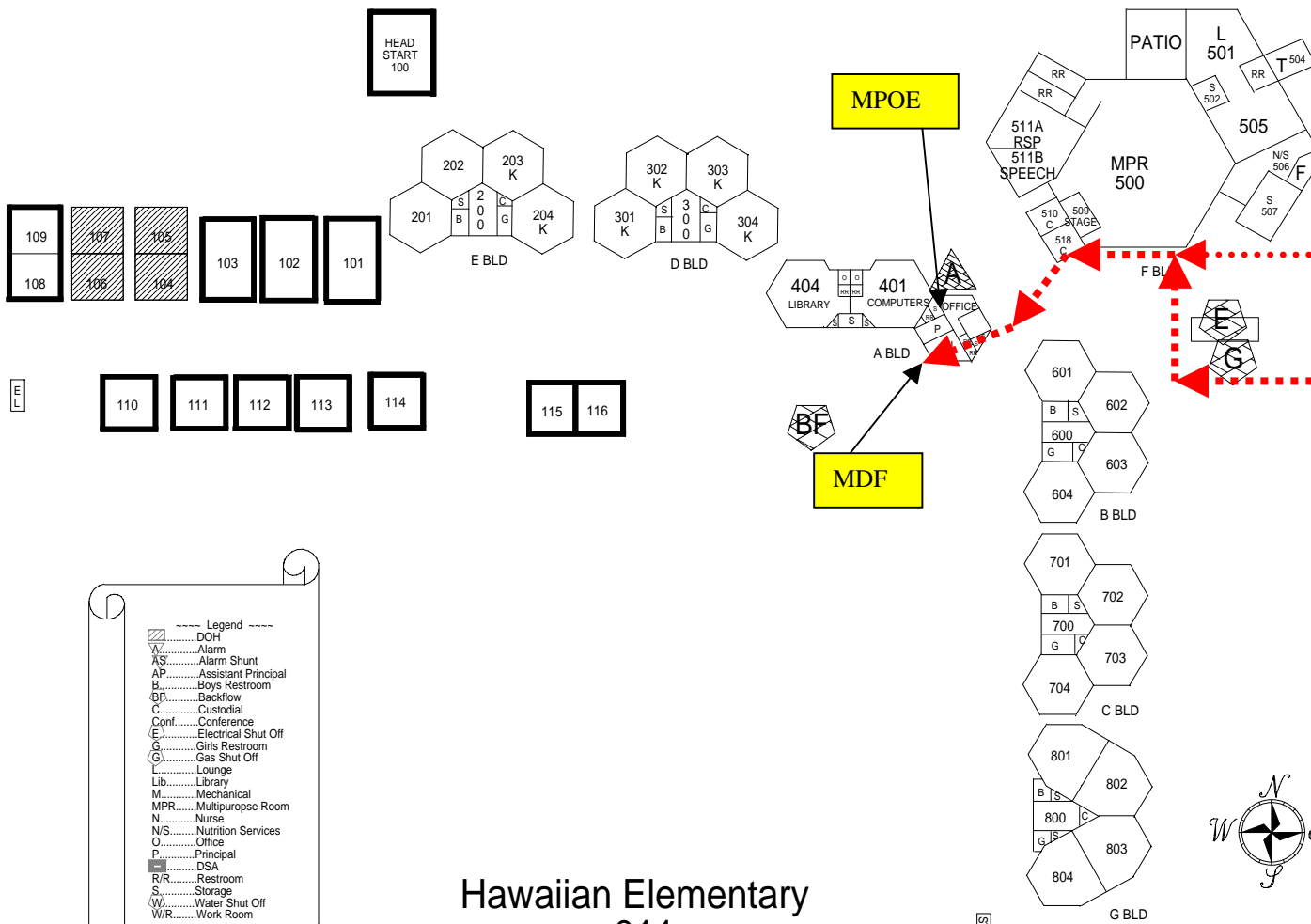


Cerritos High 033

12500 E. 183rd St., Cerritos 90703
(562) 926-5566 Ex 21801



09-13-01
SGM



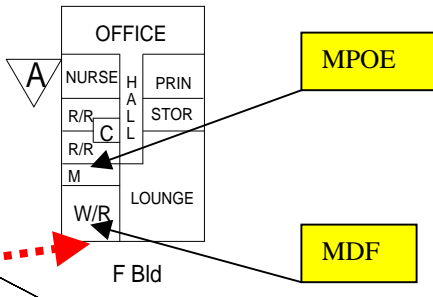
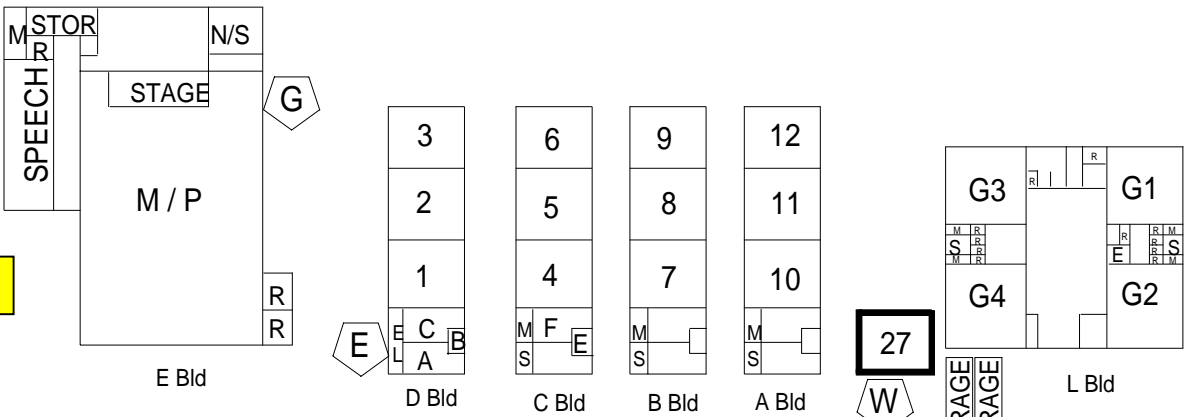
- Legend -----
-DOH
 - A.....Alarm
 - AS.....Alarm Shunt
 - AP.....Assistant Principal
 - B.....Boys Restroom
 - BF.....Backflow
 - C.....Custodial
 - Conf.....Conference
 - E.....Electrical Shut Off
 - G.....Girls Restroom
 - GS.....Gas Shut Off
 - L.....Lounge
 - Lib.....Library
 - M.....Mechanical
 - MPR.....Multipurpose Room
 - N.....Nurse
 - N/S.....Nutrition Services
 - O.....Office
 - P.....Principal
 -DSA
 - R/R.....Restroom
 - S.....Storage
 - W.....Water Shut Off
 - WR.....Work Room

Hawaiian Elementary
011
 12350 E. 226th St., Haw. Gard. 90716
 (562) 594-9525



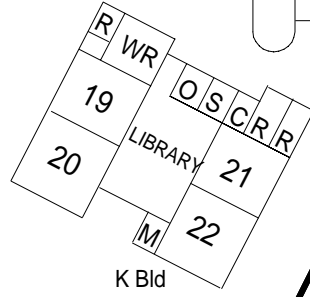
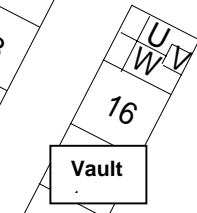
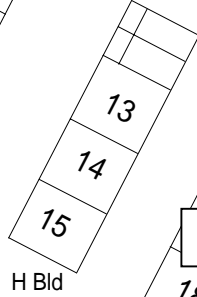
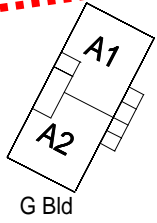
03-01-02
 SGM
 DR

Claretta Ave.



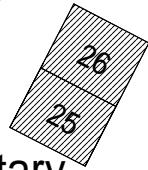
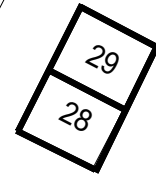
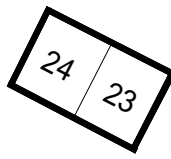
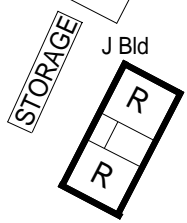
- Legend
- DOH
 - A Alarm
 - AS Alarm Shunt
 - AP Assistant Principal
 - B Boys Restroom
 - BF Backflow
 - C Custodial
 - Conf. Conference
 - E Electrical Shut Off
 - G Girls Restroom
 - G Gas Shut Off
 - L Lounge
 - Lib. Library
 - M Mechanical
 - MPR Multipurpose Room
 - N Nurse
 - N/S Nutrition Services
 - O Office
 - P Principal
 - DSA
 - R/R Restroom
 - S Storage
 - W Water Shut Off
 - W/R Work Room

POLE



EDC

HEADSTART



BF

Melbourne Elementary
015
21314 Claretta, Lakewood 90715
(562) 924-1658



03-01-01
SGM

- Legend -----
- DOH
 - Alarm
 - AS
 - AP
 - B
 - Backflow
 - C
 - Conf
 - ES
 - G
 - GR
 - GS
 - GS
 - GS
 - L
 - Lib
 - M
 - MPR
 - N
 - NS
 - O
 - P
 - R
 - R/R
 - R
 - S
 - W
 - WR

