



PROJECT:

CUSD District Office Expansion Phase II
Clovis, CA

Date : 10/28/2024

TETER Project No.: A 12560 D

CLIENT:

Clovis Unified School District
1450 Herndon Ave.
Clovis, CA 93611

DSA File No.: NA

DSA Appl. No.: NA

The following additions, deletions and revisions to the plans, specifications and Addenda shall become a part of the plans and specifications. It is the responsibility of the General Contractor to submit the information contained in this addendum to all subcontractors and suppliers. The Bidder shall acknowledge receipt of the Addendum in the Bid Proposal. (Addendum number of pages: 2 pages + 7 attachments = 193 total pages).

PROJECT MANUAL:

- 2 – 01: PROJECT MANUAL, Specification Section 00 07 00 – “GENERAL CONDITIONS”,** revise as follows:
- A. Add specification Section 00 07 00 – “GENERAL CONDITIONS” to the project manual (75 pages).
- 2 – 02: PROJECT MANUAL, SPECIFICATIONS SECTION 23 31 13 – “METAL DUCTS”,** revise as follows:
- A. Add Part 3.10.A.1 : Underground Ducts: PVC-coated galvanized sheet metal with 4x1 PVS coating.
 - B. Revise Part 3.10.C.2 as follows:
 - 2. Ducts connected to vehicle exhaust:
 - a. TYPE 304 Stainless Steel sheet
 - b. Pressure Class: Positive or negative 4-inch.
 - c. Minimum SMACNA seal class: A, welded seams, joints and penetrations.
 - d. SMACNA leakage class: 3
 - C. Revise Part 3.10.C.3 as follows:
 - 3. Ducts connected to equipment exhausting wood dust:
 - a. Pressure Class: Negative 10-inch wg (2500 Pa).
 - b. Minimum SMACNA Seal Class: A.
 - c. SMACNA Leakage Class for Rectangular: 6.
 - d. SMACNA Leakage Class for Round and Flat Oval: 3.

- 2 – 03: PROJECT MANUAL, SPECIFICATIONS SECTION 23 72 00 – “AIR TO AIR ENERGY RECOVERY EQUIPMENT”,** revise as follows:
- A. Revise Part 2.2.A as follows:
 - A. Basis-of-Design Product: Subject to compliance with requirements, provide product on Drawings, Trane-Mitsubishi Electric or approved equal product.
 - B. Remove Parts 2.2.A.1, 2.2.A.2, 2.2.A.3, 2.2.A.4, and 2.2.A.5.
- 2 – 04: PROJECT MANUAL, SPECIFICATIONS SECTION 23 81 26 – “SPLIT SYSTEM AIR-CONDITIONERS”,** revise as follows:
- A. Revise Part 2.1.A as follows:
 - A. Available Manufacturers: Subject to compliance with requirements, provide product on Drawings, Trane-Mitsubishi Electric or approved equal product.
 - B. Remove Parts 2.1.A.1, 2.1.A.2, and 2.1.A.3.
- 2 – 05: PROJECT MANUAL, SPECIFICATIONS SECTION 23 81 50 – “VARIABLE REFRIGERANT FLOW AIR-CONDITIONERS”,** revise as follows:
- A. Revise Part 2.1.A as follows:
 - A. Available Manufacturers: Subject to compliance with requirements, provide product on Drawings, Trane-Mitsubishi Electric or approved equal product.
 - B. Remove Parts 2.1.A.1, 2.1.A.2, 2.1.A.3, and 2.1.A.4.
- 2 – 05: PROJECT MANUAL, - “APPENDIX”,** revise as follows:
- A. Add “CUSD District Office Expansion Ph2 SWPPP” to the project Appendix (3 pages).
 - B. Add “SUMMARY OF WORK” to the project Appendix (43 pages)
 - C. Add “SITE LOGISTIC PLAN” to the project Appendix (2 pages).
 - D. Add “PROJECT SCHEDULE” to the project Appendix (9 pages).
 - E. Add “OCIP Exhibit” to the project Appendix (58 pages)

DRAWINGS:

- 2 – 07: DRAWINGS, SHEET M221 – ENLARGED MECHANICAL FLOOR PLAN – BUILDING C – DETAIL 1,** revise as follows:
- A. Refer to attached **AD2-M01** for underground ductwork installation (1 page).

END OF ADDENDUM 002

Aya Shitanishi
Architect of Record

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**GENERAL CONDITIONS for GENERAL
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GENERAL CONDITIONS FOR CONTRACTS ON CONSTRUCTION MANAGEMENT PROJECTS

ARTICLE 1. DEFINITIONS

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

- (a) **Action of the Governing Board** is a vote of a majority of the membership in a lawful meeting.
- (b) **Addenda** are the changes in plans specifications, drawings, and Contract Documents which have been authorized in writing by the DISTRICT or ARCHITECT, and which alter, explain, or clarify the Contract Documents prior to the bid deadline. The Plan Review Agency responsible for plan review and approval will also review and approve the Addenda.
- (c) **Approval** means written authorization by ARCHITECT or DISTRICT, as appropriate, for specific applications. Approvals required by the Plan Review Agency shall mean written authorization by that agency.
- (d) **ARCHITECT** – The individual, or the assigned representative, who was retained by DISTRICT to prepare the bid documents: i.e., the construction plans and specifications. As used in these General Conditions, ARCHITECT may be a licensed Architect, Mechanical Engineer, Electrical Engineer, Civil Engineer or any other design professional licensed in the State of California to provide design services.
- (e) **As shown, as indicated, and as detailed** refer to drawings accompanying the specification.
- (f) **As Directed, Accepted, Rejected, Approved** or others of similar meaning which authorize any exercise of judgment shall be distinctly understood to mean that such power to direct, accept, reject, and approve shall be vested only in DISTRICT and/or the ARCHITECT, as appropriate.
- (g) **Building** – Includes all structures, drives, and walks, steps, approaches and site.
- (h) **Called For** – As called for, shown, noted, and/or indicated in the specifications and/or drawings.
(SEE ARTICLE 20, Drawings & Specifications)
- (i) **Contract** – All of the Contract Documents for CONTRACTOR's part of the Project
- (j) **Contract Documents** includes collectively: to the extent applicable to the Project: Notice Calling for Bids/Notice to Contractors, Instructions to Bidders, Bid Form, Bid Bond or other statutory bid security, Request for Proposal, Request for Qualifications, Prime Bidder Good Faith Effort Worksheet, Prime Bidder Certificate, Pre-Construction Services Agreement, Roof Project Certification, Designation of Subcontractors, Workers' Compensation Certificate, Drug- Free Workplace Certification, Iran Contracting Act Certification, Change Orders, Shop Drawing Transmittals, any Information required of CONTRACTOR, any pre-qualification forms submitted pursuant to Public Contract Code Section 20111.5, Sufficient Funds Declaration, Non-collusion Declaration, Faithful Performance Bond, Payment Bond, Insurance Certificates, Additional Insured Endorsements, Declarations Pages, Guarantees, Warranties, Fingerprinting Notice and Acknowledgement, Independent Student Contact Form, DVBE documentation, any Escrow Agreement, CONTRACTOR's Certificate Regarding Non-Asbestos Containing Materials, General Conditions, any Special

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Conditions, Plans, Drawings, Specifications, the Owner-Contractor Agreement (between DISTRICT and CONTRACTOR) and all modifications, addenda and amendments thereto, Site Lease, Sublease, and Lease and Sublease Agreement.

- (k) **Contract Sum** – The total amount payable by the DISTRICT to the CONTRACTOR as stated in the Agreement, including authorized adjustments, for performance of the work. Can also be referred to as the Contract Cost.
- (l) **Contract Time** – The duration of the work as defined in the Agreement.
- (m) **CONSTRUCTION MANAGER** –individual and/or assigned representative who has been retained by the DISTRICT to provide leadership to the construction process through services to the DISTRICT, including but not limited to, the issuing and maintenance of the Construction Management Bid Schedule (CMBS) and any updates required by approved CONTRACTOR submitted time extension requests, cost control and general construction coordination, and payment application processing and reporting to the DISTRICT. **CONTRACTOR** or **DISTRICT** are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if they are of singular number and neutral gender.
- (n) The word **CONTRACTOR**, as used herein shall be understood to mean a PRIME CONTRACTOR(s) having a direct contractual relationship with the DISTRICT
- (o) **Days** – Days shall be considered calendar days.
- (p) **Deferred Approvals** – Deferred Approvals are items identified in the drawings and/or specifications that require the CONTRACTOR to prepare drawings and/or calculations and other data for submission to the Plan Review Agency for formal review and approval into the Contract Documents. For Deferred Approvals requiring a structural engineer’s stamp and calculations, a structural engineer licensed in the State of California shall be utilized in the submittal process. The CONTRACTOR shall pay all costs associated with the preparation and approval of the deferred approvals.
- (q) **Delay Days** – Delay Days shall be considered working days. Assuming a 5-day workweek, delay days shall be converted into calendar days by a factor of 1.4. Hence 10 Delay Days = 14 Calendar Days. Delay Days will be evaluated and identified as one of the three categories listed below. Excusable delays will create adjustments in the contract time. Compensable delays will create adjustments in both the contract sum and contract time. In the event of concurrent delays, no delay damages are recoverable by either the DISTRICT or the CONTRACTOR and no extension of time shall be granted for concurrent delays. Concurrent delays shall be evaluated using schedule updates, daily reports, notices, and any other records of delaying events. In the event of a delay, the CONTRACTOR shall provide a “Notice of Delay” within 24 hours of the *delaying* event, and submit a schedule depicting the delay with all substantiating documentation within **seven (7) days** of the *delaying* event.

<u>Excusable & Compensable</u>	<u>Excusable & Non-Compensable</u>	<u>Inexcusable</u>
Delays caused by the DISTRICT, the ARCHITECT, or the DISTRICT’S forces or	<ol style="list-style-type: none"> 1. Declared State of Emergency 2. Strikes or labor shortages 3. Acts of God 	Delays caused by the CONTRACTOR, Subcontractor(s), materialmen

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separate contractors	4. Fires, war, Acts of government & pestilence	or suppliers, including concurrent delays
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- (r) **DISTRICT or Owner** – As indicated in the Bid Form, Notice to Contractors and the AGREEMENT.
- (s) **Equipment and/or Furnishing Modifiers:**
 - F.B.O.** – Where the indication “F.B.O.” is noted on the drawings or listed in the specifications, such item(s) are shown or listed for information and will be “Furnished by OWNER or OTHERS” and installed by CONTRACTOR. The CONTRACTOR shall verify all dimensions and details necessary for the proper installation.
 - N.I.C.** – Where the indication “N.I.C.” is noted on the drawings or listed in the specifications, such item(s) are shown or listed for the purpose of general information and is/are “Not in Contract”. Installation and connection to services for such work are not in the contract however, coordination is required by CONTRACTOR for utility service locations and/or connection types.
 - I.C.** – “IN CONTRACT”: All item(s) shown or listed in the drawings and specifications are in the Contract and are part of the work. The naming of any item(s) shall mean to provide the item(s), that is furnishing (including all incidental and accessory items thereto) and installing (including all labor necessary to achieve full and complete functioning of the item(s) according to the best practices of the trades involved). When and if the indication “I.C.” is noted on the drawings or listed in the specifications, such a designation is listed only for clarity, in order to set the item(s) apart from the “F.B.O.” and “N.I.C.” item(s).
- (t) **Locality** in which the work is performed means the city and/or county in which the public work is done.
- (u) **Materials** – Materials incorporated in the work or used or consumed in the performance of the work.
- (v) **Plan Review Agency** is the agency responsible for the review and approval of the Plans, Specifications, Addenda, Substitution Requests (if appropriate), Change Orders and the like.
- (w) **Project** is the total construction which may include construction by DISTRICT and includes construction by separate contractors. Planned undertaking as outlined in Bid & Contract Documents.
- (x) **Reserved**
- (y) **Provide** shall include "provide complete in place," that is, "furnish and install."
- (z) **Safety Orders** are those issued by the Division of Industrial Safety and OSHA safety and health standards for construction.
- (aa) **Shop Drawings and Submittals** - They are generally treated throughout the Contract Documents as if they are one and the same.

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- (bb) **Similar** – Shall be taken in its general sense and not meaning identical, and all details of such work shall be in proper relation to the location and connection of other parts of the work.
- (cc) **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.
- (dd) **Subcontractor**, as used herein, includes those having a direct contractual relationship with CONTRACTOR and one who furnishes material worked to a special design according to plans, drawings, and specifications of this work, but does not include one who merely furnishes material not so worked.
- (ee) **Surety** is the person, firm, or corporation that executes as surety the CONTRACTOR's Bid Security, faithful performance bond and/or payment bond.
- (ff) **Work** of the CONTRACTOR or Subcontractor includes labor or materials (including, without limitation, equipment and appliances) or both, incorporated in, or to be incorporated in the construction covered by the Contract, including, but not limited to, punch list items, The Work shall constitute a "work of improvement" under Civil Code section 8050 and Public Contract Code section 7107.
- (gg) **Workers** include laborers, workers, and mechanics.
- (hh) **CONSTRUCTION ADMINISTRATION DOCUMENTS: Terms, uses and protocols.** Notwithstanding any other provisions in the General Conditions, the following terms and definitions shall be used by all Architects, Engineers and Contractors and shall conform to "Kahua" terms. Architects, Engineers and Contractors shall utilize the Kahua software program to enter and process all Administration documents, including but not limited to those listed below, payment-related documents and other documents referenced throughout. The Kahua software, log-in credentials and training for the Kahua software program will be provided by the District upon request.
- (1) **RFI** – The term "RFI" shall mean Request for Information. An RFI is a written instrument prepared by the CONTRACTOR and submitted to the CONSTRUCTION MANAGER. An RFI shall be considered a tool for requesting additional information, above and beyond that which is available in the Contract Documents and all reference standards, and fulfilling the Contract coordination requirements for which CONTRACTOR is obligated to perform. The RFI shall not be used for requesting design and/or material substitutions.

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

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

The CONTRACTOR shall make efforts to coordinate the Work in a timely fashion, so as to alleviate priority RFI's. If the RFI is considered a priority, the CONTRACTOR shall state the

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word "Priority" on the document, and the CONTRACTOR shall provide weekly RFI Priority Schedules to the CONSTRUCTION MANAGER. The CONTRACTOR shall issue and maintain weekly RFI Priority Schedules.

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

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

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

- (2) **SI** – The term "SI" shall mean Supplemental Instruction. The SI is a written instrument prepared by the ARCHITECT and submitted to the CONTRACTOR through the CONSTRUCTION MANAGER. The SI can order changes in the work that do not affect the Contract Sum and/or Time. Supplemental Instructions can also be made in a RFI response by issuing a formal SI document or by written letter from the ARCHITECT'S office.
- (3) **RFP** – The term "RFP" shall mean Request for Proposal. The RFP is a written instrument prepared by the ARCHITECT and submitted to the CONTRACTOR. The RFP is a request for changes in the Contract Sum and/or Time; for potential changed Contract conditions for which the Contract Sum and/or Time may or may not be affected. As appropriate, the CONTRACTOR shall provide the full and complete terms of the request in a Change Order Request (COR) within **ten (10) days** of receipt of the RFP. If the RFP results in added time the CONTRACTOR shall provide a Time Extension Request within the same **ten (10) days**. If the DISTRICT accepts the full terms of the RFP, the RFP shall be incorporated into a Construction Change Directive (CCD) and/or a Change Order (CO), and the approved Time Extension, if any, shall become incorporated into the next monthly schedule update to reflect the time impact(s).
- (4) **CCD** – The term "CCD" shall mean Construction Change Directive. The CCD is a written instrument prepared by the ARCHITECT and submitted to the CONTRACTOR through the CONSTRUCTION MANAGER. The CCD is a written order directing a change in the work and stating the required pricing method, if any, in the Contract Sum, and the Contract Time adjusted to reflect a previously approved Time Extension Request, if any. The CCD, without invalidating the Contract, may order changes in the work within the general scope of the Contract, consisting of additions, deletions, or other revisions within. The CCD shall become effective when the ARCHITECT, the CONSTRUCTION MANAGER, the CONTRACTOR, and the OWNER have signed the CCD.
- (5) **COR** – The term "COR" shall mean Change Order Request. The COR is a written instrument prepared by the CONTRACTOR and submitted to the CONSTRUCTION MANAGER. The COR is the CONTRACTOR's method for requesting the full and complete terms for changes in the Contract Sum and/or Time, if any. All of the terms of the COR need to be identified, and without reservations, so that the DISTRICT and/or ARCHITECT can consider the full impact of the COR. The provisions and format of the request are identified under **CHANGES AND EXTRA WORK**. ARCHITECT shall endeavor to respond to the COR on or within **fourteen (14) days** of receipt.

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

ARTICLE 2. STATUS OF CONTRACTOR

- (a) CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and CONTRACTOR or any of CONTRACTOR’s agents, employees, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees and Subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees and subcontractors shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. DISTRICT shall be permitted to monitor the activities of the CONTRACTOR to determine compliance with the terms of the Contract Documents.
- (b) CONTRACTOR (including all subcontractors) is required by law to be licensed and regulated by the Contractors’ State License Board. Any CONTRACTOR not so licensed is subject to penalties under the law, and the contract will be considered void pursuant to Section 7028.7 of the Business and Professions Code. Any questions concerning a CONTRACTOR may be referred to the Registrar, Contractors’ State License Board, 9821 Business Park Drive, Sacramento, CA 95827.

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

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

ARTICLE 4. CONTRACTOR’S SUPERVISION, PROSECUTION AND PROGRESS

- (a) During progress of the work, CONTRACTOR shall keep on the work site a competent superintendent satisfactory to DISTRICT, who shall remain on the work site during the performance of the CONTRACTOR’s work and for the necessary coordination thereof. Before commencing the work herein, CONTRACTOR shall give written notice to CONSTRUCTION MANAGER of the name, qualifications and experience of such superintendent. If the superintendent is found unsatisfactory by DISTRICT, CONTRACTOR shall replace the superintendent with one acceptable to the DISTRICT. Superintendent shall not be changed or removed from the work except with written consent of DISTRICT, unless a superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ, in which case, CONTRACTOR shall notify the CONSTRUCTION MANAGER in writing and replace said superintendent with one acceptable to the DISTRICT. Superintendent shall represent

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CONTRACTOR and all directions given to superintendent shall be as binding as if given to CONTRACTOR.

- (b) CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the work in accordance with the Contract Documents. CONTRACTOR shall carefully study and compare all plans, drawings, specifications, and other instructions and shall at once report to ARCHITECT any error, inconsistency or omission which CONTRACTOR or its employees may discover. The CONTRACTOR represents itself to DISTRICT as a skilled, knowledgeable, and experienced CONTRACTOR. The CONTRACTOR shall be liable to the DISTRICT for damage resulting from errors, inconsistencies, or omissions in the Contract Documents that the CONTRACTOR knew about or that an experienced CONTRACTOR would have recognized and which CONTRACTOR did not report.
- (c) The CONTRACTOR shall verify all indicated dimensions before ordering materials or equipment, or before performing work. The CONTRACTOR shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the CONTRACTOR with the Contract Documents before commencing work. Errors, inconsistencies or omissions discovered shall be reported to the CONSTRUCTION MANAGER and DISTRICT and ARCHITECT at once. Upon commencement of any item of work, the CONTRACTOR shall be responsible for dimensions related to such item of work and shall make any corrections necessary to make work properly fit at no additional cost to DISTRICT. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to Subcontractors or agents.
- (d) Omissions from the plans, drawings or specifications, or the mis-description of customary and usual details of work which are manifestly necessary to carry out the Work or which are customarily performed, shall not relieve the CONTRACTOR from performing such omitted or mis-described Work, but they shall be reported and performed as if fully and correctly set forth and described in the plans, drawings and specifications.
- (e) The CONTRACTOR shall be solely responsible for the means, methods, techniques, and procedures of construction. The CONSTRUCTION MANAGER is responsible for the construction schedule and overall sequence of construction. CONTRACTOR must promptly review, comment and accept in writing the construction schedule and the overall sequence of construction. The CONTRACTOR is responsible for its own sequences that may occur within a given CPM activity or sets of CPM activities, for which there will be no changes in the given activity duration(s) unless otherwise approved by the CONSTRUCTION MANAGER and incorporated into a monthly schedule update. The CONTRACTOR shall insure that the finished work complies with the Contract Documents.
- (f) Pursuant to Public Contract Code section 6109, no CONTRACTOR may perform work on a public works project with a subcontractor who is ineligible to perform work on the project pursuant to sections 1777.1 or 1777.7 of the Labor Code.
- (g) It is the responsibility of the CONTRACTOR to coordinate work included in their contract with that of other trades prior to detailing, installation or fabrication of the material or equipment. The CONTRACTOR shall provide coordination and/or layout documents for use by the CONTRACTOR and other trades in coordinating the work.
- (h) DISTRICT shall have the right, but not the obligation, to require the removal from the work of any superintendent, staff member, agent, or employee of the CONTRACTOR, any subcontractor, material or equipment supplier, etc., for cause.

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ARTICLE 5. SUBCONTRACTORS

- (a) CONTRACTOR agrees to bind every Subcontractor by terms of the Contract Documents as far as such terms are applicable to Subcontractor's work. If CONTRACTOR subcontracts any part of the work, CONTRACTOR shall be as fully responsible to DISTRICT for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, as it is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in Contract Documents shall create any contractual relation between any Subcontractor and DISTRICT, nor shall the Contract Documents be construed to be for the benefit of any Subcontractor.
- (b) DISTRICT's consent to any Subcontractor shall not in any way relieve CONTRACTOR of any obligations under the Contract Documents and no such consent shall be deemed to waive any provision of the Contract Documents.
- (c) CONTRACTOR must submit with its bid, a Designation of Subcontractors pursuant to the Subletting and Subcontracting Fair Practices Act. If CONTRACTOR specifies more than one Subcontractor for the same portion of work or fails to specify a Subcontractor, and such portion of the work exceeds one-half of one percent of the total bid, CONTRACTOR agrees that it is fully qualified to perform and shall perform such work itself, unless CONTRACTOR provides for substitution or addition of Subcontractors. Substitution or addition of Subcontractors shall be permitted only as authorized under the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100, et. seq.
- (d) In accordance with California Business and Professions Code Section 7059, if CONTRACTOR is designated as a "specialty CONTRACTOR" (as defined in Section 7058 of the Public Contract Code), all of the work to be performed outside of the CONTRACTOR's license specialty shall be performed by a licensed Subcontractor in compliance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100, et seq.
- (e) A copy of each bid sheet, if in writing, or, if not in writing, then a written statement signed by the CONTRACTOR giving the name of the Subcontractor and the terms and conditions of such subcontract, shall be filed with the DISTRICT before the CONTRACTOR begins work. Each subcontract shall contain a reference to the Agreement between the DISTRICT and the CONTRACTOR and the terms of that Agreement and all parts of the Contract Documents shall be made a part of such subcontract insofar as applicable to the work covered thereby. Each subcontract will provide for termination in accordance with the Article entitled DISTRICT'S RIGHT TO TERMINATE AGREEMENT of these General Conditions. Each subcontract shall provide for its annulment by the CONTRACTOR at the order of the ARCHITECT if in the ARCHITECT's opinion the Subcontractor fails to comply with the requirements of the Contract Documents insofar as the same may be applicable to this work. Nothing herein contained shall relieve the CONTRACTOR of any liability or obligation hereunder.
- (f) The CONTRACTOR agrees that the State and DISTRICT have the right to review, obtain and copy all records pertaining to performance of the contract. The CONTRACTOR agrees to provide the State or the DISTRICT with any relevant information requested and shall permit the State or the DISTRICT access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. The CONTRACTOR agrees to maintain such records for a period of three years after final payment under the contract.

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- (g) Each subcontract agreement for a portion of the work is assigned by the CONTRACTOR to the DISTRICT provided that:
 - A. Assignment is effective only after termination of the Contract Documents with the CONTRACTOR by the DISTRICT for cause and only for those subcontract agreements which the DISTRICT accepts by notifying the Subcontractor in writing; and
 - B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract Documents.

ARTICLE 6. PROHIBITED INTERESTS

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

ARTICLE 7. DISTRICT'S INSPECTOR

- (a) One or more Inspector(s), including special inspectors, as required, will be employed by DISTRICT in accordance with the requirements of Title 24, Part 1 of the California Code of Regulations and will be assigned to the Project. Duties of an Inspector are specifically defined in Section 4-342 of Title 24, 2007 California Administrative Code.
- (b) No work shall be performed by the CONTRACTOR solely upon the instructions or comments by the Inspector. The Inspector has no authority to interpret the Contract Documents or order extra work and any extra work performed without the written instruction of the DISTRICT shall be at CONTRACTOR's sole cost and expense and there will be no delay damages incurred by DISTRICT for such work.
- (c) No work shall be carried on except with the knowledge and under the inspection of the Inspector(s). The Inspector shall have free and adequate access to any or all parts of work at any time. CONTRACTOR shall furnish Inspector reasonable opportunities and equipment necessary for obtaining such information as may be necessary to keep Inspector fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve CONTRACTOR from any obligation to fulfill the Contract Documents. The DISTRICT shall have authority to stop work whenever provisions of the Contract Documents are not being complied with and such noncompliance is discovered. CONTRACTOR shall instruct its employees accordingly.

ARTICLE 8a. ARCHITECT'S STATUS

- (a) The ARCHITECT
 - 1) The ARCHITECT shall be one of the DISTRICT's representatives during construction and shall observe the progress and quality of the work on behalf of the DISTRICT.

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ARCHITECT shall have the authority to act on behalf of DISTRICT only to the extent expressly provided in the Contract Documents. ARCHITECT shall have authority to stop work whenever such stoppage may be necessary in ARCHITECT's reasonable opinion to insure the proper execution of the Contract Documents.

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

ARTICLE 8b. CONSTRUCTION MANAGER'S STATUS

(a) The CONSTRUCTION MANAGER

- 1) The CONSTRUCTION MANAGER shall provide leadership and management for the construction process and overall sequence of the work. CONSTRUCTION MANAGER shall have the authority to act on behalf of DISTRICT to the extent expressly provided for in the Contract Documents.
- 2) The CONSTRUCTION MANAGER shall maintain the overall scheduling of the project.
- 3) The CONSTRUCTION MANAGER shall maintain and monitor the processing of shop drawings, RFI's, RFP's, CCD's, COR's, and CO's.
- 4) The CONSTRUCTION MANAGER shall review CONTRACTOR pay requests and process same through ARCHITECT and DISTRICT.
- 5) The CONSTRUCTION MANAGER shall be responsible for the general sequences of construction and overall coordination of construction. The CONSTRUCTION MANAGER shall resolve disputes and coordination issues between separate Contracts.

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ARTICLE 9. NOTICE OF TAXABLE POSSESSORY INTEREST

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

ARTICLE 10. ASSIGNMENT OF ANTITRUST ACTIONS

- (a) Public Contract Code Section 7103.5 provides:
 - (1) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or Subcontractor offers and agrees to assign to the awarding body (DISTRICT) all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.
 - (2) CONTRACTOR, for itself and all Subcontractors, agrees to assign to DISTRICT all rights, title, and interest in and to all such causes of action CONTRACTOR and all Subcontractors may have under the Contract Documents. This assignment shall become effective at the time DISTRICT tenders final payment to the CONTRACTOR, and CONTRACTOR shall require assignments from all Subcontractors to comply herewith.

ARTICLE 11. OTHER CONTRACTS

- (a) CONTRACTOR is aware that this Project may be split into several phases, and has multiple prime and or separate contracts. DISTRICT reserves the right to let other contracts in connection with this work, and it shall be the duty of the CONTRACTOR to actively schedule and coordinate its work with the DISTRICT's forces, DISTRICT's Contractor(s) and or other multiple prime contractors. No extra costs or delays shall be considered as a result of any such scheduling, coordination and cooperation. CONTRACTOR shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate its work with such other contractors.
- (b) If any part of CONTRACTOR's work depends for proper execution or results upon work of any other Contractor, the CONTRACTOR shall inspect and promptly report to CONSTRUCTION MANAGER in writing any defects in such work that renders it unsuitable for such proper execution and results. CONTRACTOR will be held accountable for damages to DISTRICT for that work which it failed to inspect or should have inspected. CONTRACTOR's failure to inspect and report shall constitute its acceptance of other CONTRACTOR's work as fit and proper for reception of its work, except as to defects which may develop in other CONTRACTOR's work after execution of CONTRACTOR's work.
- (c) To insure proper execution of its subsequent work, CONTRACTOR shall measure and inspect work already in place and shall at once report to the ARCHITECT in writing any discrepancy between executed work and Contract Documents.
- (d) It is the obligation of CONTRACTOR to ascertain to its own satisfaction the scope of the work and nature of any other contracts that have been or may be awarded by DISTRICT in prosecution of the Project to the end that CONTRACTOR may perform its Contract in the light of such other contracts, if any. Items included in one or more scopes of work that appear to be

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duplicate inclusions shall be included in both scopes of work. The DISTRICT at its discretion may elect to remove a duplicate item from a scope of work with an appropriate contract adjustment.

- (e) Nothing herein contained shall be interpreted as granting to CONTRACTOR exclusive occupancy at the site. CONTRACTOR shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, CONSTRUCTION MANAGER shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously at no additional cost to the DISTRICT.
- (f) If the Project is split into phases *and / or bid packages* then CONTRACTOR has made allowances for any delays or damages which may arise from coordination with contractors for other phases or packages. If any delays should arise from a contractor working on a different phase or package, CONTRACTOR's sole remedy for damages, including delay damages, shall be against the contractor who caused such damage and not the DISTRICT. CONTRACTOR shall provide access to contractors for other phases or packages as necessary to prevent delays and damages to contractors working on other phases or packages.

ARTICLE 12. OCCUPANCY

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

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE AGREEMENT

- (a) If the CONTRACTOR refuses or fails to complete the work or any separable part thereof with such diligence as will insure its completion within the time specified or any permitted extension thereof, or fails to complete said work within such time, or if the CONTRACTOR should file a petition for relief as a debtor, or should relief be ordered against CONTRACTOR as a debtor under Title 11 of the United States Code, or if CONTRACTOR should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should refuse or should fail to supply enough properly skilled workers or proper materials to complete the work in the time specified, or if CONTRACTOR should fail to make prompt payment to Subcontractors for materials or labor, or disregard laws or ordinances or instructions of DISTRICT, or if CONTRACTOR or its Subcontractors should otherwise violate any provision of the Contract Documents, then DISTRICT may, without prejudice to any other right or remedy, serve written notice upon CONTRACTOR and its surety of DISTRICT's intention to terminate the Contract. Such notice shall contain the reasons for such intention to terminate. Unless within **ten (10) days** after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to DISTRICT for the correction thereof have been made, the Contract shall cease and terminate. In such case,

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CONTRACTOR shall not be entitled to receive any further payment until the work is finished to DISTRICT's satisfaction.

- (b) In the event of any such termination, DISTRICT shall immediately serve written notice thereof upon surety and CONTRACTOR, and surety shall have the right to take over and perform the Contract, provided, however, that if surety within **seven (7) days** after service upon it of notice of termination does not give DISTRICT written notice of its intention to take over and perform the Contract, or does not commence performance thereof within **fifteen (15) days** after service of the notice of termination by DISTRICT on surety, DISTRICT may take over the work and prosecute it to completion by Agreement or by any other method it may deem advisable for the account and at the expense of CONTRACTOR, and CONTRACTOR and its surety shall be liable to DISTRICT for any excess cost or other damages occasioned by the DISTRICT thereby. Time is of the essence in the Contract. If the DISTRICT takes over the work as hereinabove provided, the DISTRICT may, without liability for so doing, take possession of and utilize in completing the work such materials, supplies, equipment and other property belonging to the CONTRACTOR as may be on the site of the work and necessary therefore.
- (c) If the expense of finishing the work, including compensation for additional architectural, managerial, temporary service and administrative services, exceeds the unpaid balance of the Agreement, CONTRACTOR shall pay the difference to DISTRICT. Expense incurred by DISTRICT as herein provided, and damage incurred through CONTRACTOR's default, shall be certified to DISTRICT by ARCHITECT. If the unpaid balance under the Agreement shall exceed the expense of finishing the work, including compensation for additional architectural, managerial, temporary service and administrative services, such excess shall be paid to CONTRACTOR.
- (d) In the event that sufficient funds are not appropriated to complete the work or the DISTRICT determines that sufficient funds are not available to complete the work, DISTRICT may terminate or suspend the completion of the work at any time by giving written notice to the CONTRACTOR. In the event that the DISTRICT exercises this option, the DISTRICT shall pay for any and all work and materials completed or delivered onto the site, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials paid for shall include a factor of 15% for the CONTRACTOR's overhead and profit and there shall be no other costs or expenses paid to CONTRACTOR. All work, materials and orders paid for pursuant to this provision shall become the property of the DISTRICT.
- (e) DISTRICT may, without cause, order CONTRACTOR in writing to suspend, delay or interrupt the work in whole or in part for such period of time as DISTRICT may determine. Adjustment shall be made for increases in the cost of performance of the Contract caused by suspense, delay or interruption.
- (f) The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

ARTICLE 14. BONDS

- (a) Unless otherwise specified in the Special Conditions and within ten (10) days of the Notice of Award of the Contract, CONTRACTOR shall furnish a surety bond in an amount equal to **one hundred percent (100%)** of the Contract Sum as security for faithful performance of the Contract Documents and shall furnish a separate bond in an amount equal to **one hundred**

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percent (100%) of the contract price as security for payment to persons performing labor and furnishing materials in connection with the work. Bonds shall be in the form set forth in these Contract Documents. If CONTRACTOR fails to furnish the required bonds, DISTRICT may terminate the Contract for cause.

- (b) To the extent, if any, that the Contract Sum is increased in accordance with the Contract Documents, CONTRACTOR shall cause the amount of the performance and payments bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to DISTRICT. To the extent available, the bonds shall further provide that no change or alteration of the Project Documents (including, without limitation, an increase in the Contract Sum, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to CONTRACTOR will release the surety.
- (c) Only bonds executed by admitted surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by DISTRICT in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. DISTRICT reserves the right to approve or reject the surety insurers selected by CONTRACTOR and to require CONTRACTOR to obtain bonds from surety insurers satisfactory to OWNER.

ARTICLE 15. SUBSTITUTION OF SECURITIES

- (a) Pursuant to the requirements of Public Contract Code Section 22300, upon CONTRACTOR's request, DISTRICT will make payment to CONTRACTOR of any earned retention funds withheld from payments under the Contract Documents if CONTRACTOR deposits with the DISTRICT or in escrow with a California or federally chartered bank acceptable to DISTRICT, securities eligible for the investment pursuant to Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:
 - (1) CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.
 - (2) All expenses relating to the substitution of securities under Section 22300 and under this Article, including, but not limited to DISTRICT's overhead and administrative expenses, and expenses of the escrow agent shall be the responsibility of the CONTRACTOR.
 - (3) If CONTRACTOR chooses to enter into an escrow agreement, such agreement shall be satisfactory to DISTRICT, which agreement shall be in the form provided as part of the Contract Documents and which shall allow for the conversion to cash to provide funds to meet defaults by the CONTRACTOR including, but not limited to, termination of the CONTRACTOR's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or amounts to be kept or retained under the provisions of the Contract Documents.
 - (4) Securities, if any, shall be returned to CONTRACTOR only upon satisfactory completion of the work.
- (b) To minimize the expense caused by such substitution of securities, CONTRACTOR shall, prior to or at the time CONTRACTOR requests to substitute security, deposit sufficient security to cover the entire amount to be then withheld and to be withheld under the General Conditions of the Contract Documents. Should the value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the DISTRICT determines

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to withhold, CONTRACTOR shall immediately and at CONTRACTOR's expense deposit additional security qualifying under Section 22300 until the total security deposited is no less than equivalent to the amount subject to withholding under the Contract Documents.

- (c) In the alternative, under Section 22300, the CONTRACTOR may, prior to submittal of first application of payment, request DISTRICT to make payment of earned retentions directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments in securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Project, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300. If CONTRACTOR elects to receive interest on moneys withheld in retention by DISTRICT, CONTRACTOR shall, at the request of any subcontractor, make that option available to the subcontractor regarding any monies withheld in retention by the CONTRACTOR from the subcontractor. If the CONTRACTOR elects to receive any interest on any monies withheld in retention by the Owner, then the subcontractor shall receive the identical rate of interest received by the Contractor on any retention monies withheld from the subcontractor by the CONTRACTOR, less any actual pro rata costs associated with administering and calculating that interest. In the event the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the CONTRACTOR elects to substitute securities in lieu of retention, then, by mutual consent of the CONTRACTOR and subcontractor, the subcontractor may substitute securities in exchange for the release of monies held in retention by CONTRACTOR. This shall apply only to those subcontractors performing more than five percent (5%) of the CONTRACTOR'S total bid. The CONTRACTOR shall not require any subcontractor to waive any provision of this section.
- (d) If any provision of this Article shall be found to be illegal or unenforceable, then, notwithstanding, the remainder of this Article shall remain in full force and effect, and only such provision shall be deemed stricken.

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

If this box is checked, then (1) the DISTRICT's Owner-Controlled Insurance Program ("OCIP") applies to the Project and (2) attached as Exhibit "I" to these General Conditions is a description of OCIP and its insurance requirements, which apply in place of each of the following provisions of this Article 16, and all of Articles 17 and 18, unless otherwise provided in said Exhibit.

- (a) **Liability and Property Insurance.** Before the commencement of the work, within ten (10) days of the Notice of Award of the Contract, and within limits acceptable to DISTRICT, the CONTRACTOR shall purchase from and maintain such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Contract Documents and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth in the Contract Documents as will protect the CONTRACTOR from claims set forth below, which may arise out of or result from the CONTRACTOR's operations under the Contract and for which the CONTRACTOR may be legally liable, whether such operations are by the CONTRACTOR, by a Subcontractor, by Sub-

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subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims for damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than the CONTRACTOR's employees. This coverage shall be provided in a form at least as broad as Insurance Services Office (ISO) Form CG 0001 11188;
 - (2) Claims for damages arising from personal or advertising injury in a form at least as broad as ISO Form CG 0001 11188;
 - (3) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
 - (4) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the work; and
 - (5) Claims involving blanket contractual liability applicable to the CONTRACTOR's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the CONTRACTOR and the Subcontractors; and
 - (6) Claims involving Operations/Premises, Completed Operations/Products, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. Coverage for completed operations must be at least as broad as CG 2010 11185.
- (b) If commercial general liability insurance or another insurance form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the DISTRICT) or the general aggregate limit shall be twice the required occurrence limit.
- (c) Any deductible or self-insured retention must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its Board of Trustees, members of its Board of Trustees, officers, employees, agents and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) **Subcontractor Insurance Requirements.** The CONTRACTOR shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance in like amounts.
- (e) **DISTRICT Insurance.** The DISTRICT shall be responsible for purchasing and maintaining its usual liability insurance or self-insurance. Optionally, the DISTRICT may purchase and maintain other insurance for self-protection against claims that may arise from operations under the Contract Documents.
- (f) **Additional Insured Endorsement Requirements.** The CONTRACTOR shall name, on any policy of insurance, the DISTRICT, the ARCHITECT, the CONSTRUCTION MANAGER, and their respective officers, employees and agents as additional insured's. Subcontractors shall name the CONTRACTOR, the DISTRICT, and the ARCHITECT, the CONSTRUCTION MANAGER, and their respective officers, employees and agents as additional insureds. The

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Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance, which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

- (g) **Consent of Insurer.** Partial occupancy or use in accordance with the Contract Documents shall not commence until the DISTRICT's insurance company providing property insurance has consented to such partial occupancy or use by endorsement or otherwise. The DISTRICT and the CONTRACTOR shall take reasonable steps to obtain consent of the insurance company and shall, without mutual consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of the insurance.
- (h) **Other Insurance.** The CONTRACTOR shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.
- (i) **Compliance.** In the event of the failure of any contractor to furnish and maintain any insurance required by this Article, the CONTRACTOR shall be in default under the Contract. Compliance by CONTRACTOR with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the CONTRACTOR from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the DISTRICT and the ARCHITECT.
- (j) **Builder's Risk/"All Risk" Insurance /Course of Construction Insurance.** The DISTRICT has Builder's Risk / "All Risk" Insurance / Course of Construction insurance on all insurable work included under the Contract Documents. The DISTRICT's Builder's Risk / "All Risk" Insurance / Course of Construction Insurance provides coverage for the DISTRICT ONLY and not the CONTRACTOR or any other party.

Article 17. PROOF OF CARRIAGE OF INSURANCE

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

"This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to DISTRICT stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."
 - (2) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period for cancellation and reduction of insurance.

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- (3) Language stating that the DISTRICT, CONSTRUCTION MANAGER and ARCHITECT, and their respective officers, agents and employees are named additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the DISTRICT, and any other insurance carried by the DISTRICT with respect to the matters covered by such policy shall be excess and non-contributing.

- (c) Subject to Article 16 above, the CONTRACTOR and its Subcontractors shall produce a certified copy of any required insurance policy upon written request of the DISTRICT.

- (d) Subject to Article 16 above, in case of CONTRACTOR's failure or refusal to provide the required insurance, the DISTRICT may, at DISTRICT's option, take out and maintain, at the expense of the CONTRACTOR, such insurance in the name of CONTRACTOR or Subcontractor, as the DISTRICT may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to the CONTRACTOR under the Contract Documents.

ARTICLE 18. WORKERS' COMPENSATION INSURANCE

- (a) Subject to Article 16 above, in accordance with the provisions of Section 3700 of the California Labor Code, the CONTRACTOR and every Subcontractor shall be required to secure the payment of compensation to its employees.

- (b) Subject to Article 16 above, the CONTRACTOR shall provide, during the term of the Contract, workers' compensation insurance for all of its employees engaged in work under the Contract Documents on or at the site of the Project, and, in case any of its work is sublet, the CONTRACTOR shall require the Subcontractor similarly to provide workers' compensation insurance for all the latter's employees engaged in work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the CONTRACTOR's insurance. In case any class of employees engaged in work under the Contract Documents on or at the site of the Project is not protected under the workers' compensation laws, the CONTRACTOR shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected before the commencement of the work. The CONTRACTOR shall file with the DISTRICT certificates of its insurance as required under this Article and in compliance with Labor Code section 3700. A **thirty (30) day** notice shall be provided to DISTRICT before the cancellation or reduction of any such insurance of CONTRACTOR or Subcontractor. CONTRACTOR shall submit proof of insurance and shall provide endorsements on the forms provided by the DISTRICT or on forms approved by the DISTRICT. Such endorsements shall be submitted concurrently with the Contract Documents and within ten (10) days of the Notice of Award of the Contract.

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

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(d) Form of Workers' Compensation Certificate.

WORKERS' COMPENSATION CERTIFICATE

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

Date

Name of Contractor

By: _____

Signature

Print Name

Title

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

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

ARTICLE 19. INTENTIONALLY LEFT BLANK

ARTICLE 20. DRAWINGS AND SPECIFICATIONS

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

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- (e) Materials or work described in words, which so applied, have a well known technical or trade meaning shall be deemed to refer to such recognized standards.
- (f) It is not the intention of the Contract Documents to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to CONTRACTOR that it will be required to complete the work so named with all its incidental and accessory items according to the best practices of the trade.
- (g) The naming of any material and/or equipment shall mean furnishing and installing, including all incidental and accessory items thereto and/or labor necessary to achieve full and complete functioning of the material and/or equipment according to the best practices of the trade(s) involved, unless specifically noted otherwise.
- (h) section left blank - - -
- (i) **Electronic copies** as provided for herein related to shop drawings, submittals, and close-out documents shall be in the following formats: All small document copies (8-1/2 x 11) shall be .pdf format, and all large document copies shall be in .tif format.

ARTICLE 21. OWNERSHIP OF DRAWINGS

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

ARTICLE 22. DETAIL DRAWINGS AND INSTRUCTIONS

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

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

ARTICLE 23. SHOP DRAWINGS

- (a) Commensurate with the requirements of the Project schedule, and within **fifteen (15) days, or as required by construction schedule** of the Notice to Proceed for each bid package, the CONTRACTOR shall submit to CONSTRUCTION MANAGER **four (4) hard** copies and one electronic copy, checked, coordinated and approved by CONTRACTOR, of all shop or setting list drawings, schedules, and materials list required for the work: If this project consists of any remodel / modernization work, field dimensions require verification prior to the preparation of the Shop Drawings. ARCHITECT shall review such drawings, schedules and materials list only for conformance with the design concept of the work and compliance with information given in Contract Documents, and return as approved or disapproved with guidance as to required corrections within **fourteen (14) days**, unless more time is needed for the review. CONTRACTOR shall make any corrections required by ARCHITECT. Submit **four (4)** final hard copies and 1 electronic copy of the shop drawing with architect's markings to the CONSTRUCTION MANAGER, and furnish such other copies as may be needed for construction /coordination with other trades within **fourteen (14) days** or as required by the Contract Schedule. ARCHITECT's approval of such drawings, schedules, or materials list shall not relieve CONTRACTOR from responsibility for deviations unless CONTRACTOR has in writing called ARCHITECT's attention to such deviations at time of submission and secured ARCHITECT's written approval, nor shall it relieve CONTRACTOR from responsibility for errors in shop drawings or schedules.
 - (1) The ARCHITECT is entitled to additional review time to review complex and difficult submittals, including but not limited to structural steel shop drawings, mechanical equipment, electrical equipment, and special system components and parts. The CONTRACTOR shall breakout critical submittals into separate packages so as to expedite the review process of an individual item. The coordination of the overall submittal packages shall be the responsibility of the CONTRACTOR.
 - (2) Shop Drawings requiring "**Deferred Approval**" require a substantial amount of time for agency review and approval. Deferred Approvals generally require re-submittal to the approving Plan Review Agency. The Contractor shall apply its skill and knowledge to expedite the Deferred Approval(s) from preparation to approval. The Contractor shall submit the shop drawings / submittals so as not to delay the Project schedule. Notwithstanding anything to the contrary herein, the CONTRACTOR shall make submittals of all Deferred Approvals to the ARCHITECT within **fifteen (15) days, or as required by construction schedule** of the Notice to Proceed. ARCHITECT shall review such Deferred Approval submittals, shall endeavor to obtain review by the Plan Review Agency, and shall return as approved or disapproved with guidance as to the required corrections within sixty (60) days, unless further time is needed under the circumstances. If resubmittals are required, ARCHITECT shall endeavor to review and return the resubmittal within sixty (60) days. CONTRACTOR shall allow sufficient time in its scheduling for corrections and resubmittals of Deferred Approval items in conformance with these requirements.
- (b) All submittals of shop drawings, catalog cuts, data sheets, schedules and material lists shall be complete and shall conform to contract drawings and specifications. The Contractor shall

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prepare layout and coordination drawings to demonstrate the accuracy and fit of the materials and work.

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

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

Signature of CONTRACTOR"

- (h) Within **thirty five (35) days** after receipt of shop drawings, the CONSTRUCTION MANAGER will endeavor to return one or more prints of each drawing to CONTRACTOR with ARCHITECT'S comments noted thereon. The CONTRACTOR shall make a complete and acceptable submittal to the CONSTRUCTION MANAGER for review by the ARCHITECT by the second submission of drawings. The DISTRICT shall withhold funds due the CONTRACTOR to

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cover additional costs of the ARCHITECT'S review beyond the second submission and any other costs incurred by DISTRICT.

- (i) If prints of the shop drawing are returned to the CONTRACTOR marked "**NO EXCEPTIONS TAKEN**," formal revision of said drawing will not be required. If prints of the drawing are returned to the CONTRACTOR marked "**MAKE CORRECTIONS NOTED**," formal resubmittal of said drawings will not be required. If prints of the drawing are returned to the CONTRACTOR marked "**REVISE AND RESUBMIT**," the CONTRACTOR shall revise said drawing and shall resubmit **four (4)** copies plus on (1) electronic copy of the revised drawing to the CONSTRUCTION MANAGER. If prints of the drawing are returned to the CONTRACTOR marked "**REJECTED RESUBMIT**," the CONTRACTOR shall resubmit **four (4)** new copies plus on (1) electronic copy of the drawing to the CONSTRUCTION MANAGER. Submittals being resubmitted for revisions or submitted due to previous rejection, the CONTRACTOR shall provide a written response indicating the nature of the correction(s) and/or cloud the revised item(s). All submittals returned "**rejected**" or "**revise and resubmit**" shall be copied and distributed as noted in section (a) of this Article.
- (j) Fabrication of an item shall not be commenced before the ARCHITECT has reviewed the pertinent shop drawings and returned copies to the CONTRACTOR marked with "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED." Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work. The review of such drawings by the ARCHITECT will be limited to checking for general agreement with the Contract Documents, and shall in no way relieve the CONTRACTOR of responsibility for errors or omissions contained therein, nor shall such review operate to waive or modify any provision contained in the Contract Documents. Fabricating dimensions, quantities of material, applicable code requirements, and other contract requirements shall be the CONTRACTOR's responsibility. Coordinate integral and adjacent materials with other contracts prior to final shop drawings and fabrication.
- (k) No work represented by required shop drawings shall be purchased or commenced until the applicable submittal has been approved. The work shall conform to the approved shop drawings and all other requirements of the Contract Documents. The CONTRACTOR shall not proceed with any related work which may be affected by the work covered under shop drawings until the applicable shop drawings have been approved, particularly where piping, machinery, and equipment and the required arrangements and clearances are involved.
- (l) Except where the preparation of a shop drawing is dependent upon the approval of a prior shop drawing, all shop drawings pertaining to the same class or portion of the work shall be submitted simultaneously.
- (m) Calculations of a structural nature must be approved by the Plan Review Agency.
- (n) THE CONTRACTOR SHALL HAVE NO CLAIM FOR DAMAGES OR EXTENSION OF TIME DUE TO ANY DELAY RESULTING FROM THE CONTRACTOR HAVING TO MAKE THE REQUIRED REVISIONS TO SHOP DRAWINGS UNLESS REVIEW BY THE ARCHITECT IS DELAYED BEYOND THE TIME PROVIDED HEREIN AND THE CONTRACTOR CAN ESTABLISH THAT THE ARCHITECT'S DELAY IN REVIEW ACTUALLY RESULTED IN A DELAY IN THE CONTRACTOR CONSTRUCTION SCHEDULE. CONTRACTOR SHALL NOT BE ENTITLED TO ANY CLAIM FOR DAMAGES RESULTING FROM THE *PLAN REVIEW AGENCY* REVIEW. HOWEVER, DISTRICT MAY CONSIDER AN EXTENSION OF TIME DUE TO ANY DELAY CAUSED BY THE *PLAN REVIEW AGENCY* REVIEW.

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ARTICLE 24. SURVEY, LAYOUT AND FIELD ENGINEERING

- (a) The CONTRACTOR performing the Work shall provide all layout necessary to complete the Work. Layout shall include coordination drawings as well as the physical performance of the layout by the CONTRACTOR.
- (b) Surveys to determine location of property lines and corners will be supplied by DISTRICT. Surveys to determine locations of construction, grading, site utilities and site work, shall be provided by the CONTRACTOR.
- (c) "Record Drawings" of site development shall be prepared by the CONTRACTOR, indicating revisions to the grading and the underground utility locations (horizontal and vertical locations) on the RECORD DRAWINGS provided by the CONTRACTOR as required to provide accurate as-built information. All other record drawing information including but not limited to building and hardscape shall be noted on the contract documents. The CONSTRUCTION MANAGER shall, at its option, confirm all grades and utility locations are accurate prior to final payment to the CONTRACTOR.

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

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

ARTICLE 26. TESTS AND INSPECTIONS

- (a) Tests and inspections will comply with California Code of Regulations Title 24, Part 1, Section 4-335.

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- (b) If the Contract Documents, DISTRICT's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, CONTRACTOR shall give notice in accordance with such authority of its readiness for observation or inspection at least **two (2) working days** prior to being tested or covered up. If inspection is by authority other than DISTRICT, CONTRACTOR shall inform the DISTRICT's Inspector of the date fixed for such inspection. CONTRACTOR shall secure required certificates of inspection. Observations by DISTRICT's Inspector shall be promptly made, and where practicable, at source of supply. If any work should be covered up without approval or consent of DISTRICT's Inspector, it must be uncovered for examination and satisfactorily reconstructed at CONTRACTOR's expense in compliance with the Contract Documents. Costs of retests, and re-inspection of any materials or work found to be not in compliance with the Contract Documents shall be paid for by the DISTRICT and deducted from the Contract. Other costs for test and inspection shall be paid by the DISTRICT.

ARTICLE 27. TRENCHES

- (a) CONTRACTOR shall provide adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation that conform to applicable safety standards.
- (b) If the Contract involves the excavation of any trench or trenches five feet or more in depth, the CONTRACTOR shall, in advance of excavation, submit to the DISTRICT or to whomever DISTRICT designates a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the CONTRACTOR, and all costs therefore shall be included in the price named in the Agreement for completion of the work as set forth in the Contract Documents. In no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by CAL-OSHA and a CAL-OSHA permit for such plan delivered to the DISTRICT. Labor Code Section 6705; Health and Safety Code Section 17922.5).
- (c) If the Contract Documents involve the digging of trenches or excavations that extend deeper than five (5) feet below the surface, the following shall apply:
- (1) The CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the DISTRICT, in writing, of any:
 - (A) Material that the CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, 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 different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - (C) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

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- (2) The DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract Documents.
- (3) In the event a dispute arises between the DISTRICT and the CONTRACTOR, whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all the work to be performed under the Contract Documents. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties (Public Contract Code section 7104).

ARTICLE 28. DOCUMENTS ON JOBSITE

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

ARTICLE 29. STATE AUDIT

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

ARTICLE 30. SUBSTITUTIONS

- (a) CONTRACTOR shall follow all instructions and requirements set forth in INSTRUCTIONS TO BIDDERS, for compliance with this Article. All substitution requests related to structural items, fire safety issues, life safety issues and accessibility compliance issues shall be reviewed and approved by the Plan Review Agency.
- (b) Whenever in specifications any materials, process, service or equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or approved equal," and CONTRACTOR may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified subject to DISTRICT or ARCHITECT approval.

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- (c) If material, process, service, or equipment offered by CONTRACTOR is not, in the opinion of ARCHITECT, or DISTRICT, equal or better in every respect to that specified, then CONTRACTOR shall furnish the material, process, service, or equipment specified. The burden of proof as to equality of any material, process, service, or equipment shall rest with CONTRACTOR. This provision authorizing submission of "or equal" substantiating data shall not in any way authorize an extension of time for performance of the Agreement. The DISTRICT'S decision on substitution requests is final and not subject to any appeal, review or reconsideration.
- (d) All materials are mentioned as standards. Should a Contractor or Bidder desire to substitute materials or methods for those specified, the Contractor or Bidder shall follow the guidelines stated herein, and in accordance with the Contract Documents and Public Contract Code Section 3400. Each review of a substitution request by the Architect or its consultants will be billed to the Contractor or Bidder at an hourly rate not to exceed \$150.00 per hour.
- (e) Substitutions can be submitted in two ways :
- 1) Up to fourteen (14) working days prior to bid opening, or
 - 2) Up to thirty (30) working days after the notice to proceed has been issued for the related contract.
- (1) Prior to Bid Opening: The Contractor or Bidder must insure that proposed substitutions of materials by the Contractor or Bidder are submitted to the Architect's office a minimum of fourteen (14) working days prior to the bid opening for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. An Addendum will be issued at a minimum of seven [7] working days and a maximum of three [3] working days prior to Bid Opening including all equipment and materials deemed equivalent to those specified and approved by the Architect. Submittals will include comparative spec-data of that specified equipment or material and the proposed substitution as indicated on the completed "Substitution Request Form" in accordance with the Contract Documents. Submittals without this information will be automatically rejected.
- (2) After notice to proceed: Submittals will include comparative spec-data of that specified equipment or material and the proposed substitution as indicated on the completed "Substitution Request Form" in accordance with the Contract Documents. Submittals without this information will be automatically rejected. Substitutions submitted after the thirty (30) day period will not be considered unless the product has been discontinued or the product will be of benefit to the DISTRICT, in the DISTRICT's sole discretion.
- (f) If, after the contract has been awarded, the CONTRACTOR furnishes material, process, service, or equipment more expensive than that specified, any difference in cost of such material, process, service, or equipment so furnished shall be borne by CONTRACTOR. Any engineering, design fees, or approval agencies' fees required to make adjustments in material or work of all trades directly or indirectly affected by the approved substituted items shall be borne entirely by CONTRACTOR. Any difference in cost between an approved substitution that is lower in cost than the originally specified item shall be refunded by CONTRACTOR to DISTRICT.
- (g) Price, fitness and quality being equal with regard to supplies, the DISTRICT may prefer supplies grown, manufactured, or produced in California and next prefer supplies partially manufactured grown, or produced in California, provided the bids of said suppliers or the

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prices quoted by them do not exceed by more than 5% of the lowest bids/prices quoted by out of state suppliers, the major portion of the manufacture of the supplies is not done outside of California, and the public good will be served thereby. (Government Code section 4330-4334).

- (h) SUBMITTALS shall not be used as a means of requesting a substitution, the procedure for which is defined in this Article 30.

ARTICLE 31. SAMPLES

- (a) Consistent with the Contract Documents and within **fourteen (14) working days** following the Notice to Proceed of each bid package, CONTRACTOR shall furnish for approval, all samples as required in specifications together with catalogs and supporting data required by ARCHITECT. This provision shall not authorize any extension of time for performance of the work. ARCHITECT shall review such samples as to conformance with design concept of work and for compliance with information given in the Contract Documents and shall approve or disapprove them within **fifteen (15) working days** from receipt.
- (b) Unless specified otherwise, sampling, preparation of samples and tests shall be in accordance with the latest standards of the American Society for Testing and Materials.
- (c) Samples shall, upon demand of ARCHITECT or DISTRICT, be submitted for tests or examinations and considered before incorporation into the work. CONTRACTOR shall be solely responsible for delays due to samples not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of the CONTRACTOR.

ARTICLE 32. CONSTRUCTION SCHEDULES

- (a) The DISTRICT will prepare and provide the Construction Management Baseline Schedule (CMBS), Monthly Schedule updates, and the Short-interval-Schedules per (1) through (5) as follows:
 - (1) The DISTRICT will provide the CMBS with the bidding documents. The CONTRACTOR shall use the CMBS when preparing and submitting its price for the work. The CMBS is subject to change during construction, and will be continually updated and adjusted throughout the work as necessary. CONTRACTOR shall provide the CONSTRUCTION MANAGER with the CONTRACTOR's Crew Loading for each activity prior to the commencement of the work.
 - (2) The DISTRICT will use the CMBS for planning, executing and monitoring work progress.
 - (3) The DISTRICT will prepare a monthly schedule updates, which will comport with the monthly billing percentages shown on that month's approved schedule of values form
 - (4) The CONSTRUCTION MANAGER at each weekly coordination meeting will provide short-Interval-Schedules (SIS). The CONTRACTOR shall provide any and all schedule information requested by the CONSTRUCTION MANAGER for producing the SIS.

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- (b) CONTRACTOR will exchange scheduling information with Subcontractors and suppliers. CONTRACTOR will order work, equipment and materials with sufficient lead-time to avoid interruption of the work.
- (c) If at any time, the DISTRICT considers the CONTRACTOR's completion date to be behind schedule and in jeopardy, and upon the DISTRICT's request, the CONTRACTOR shall provide a revised schedule for the CONTRACTOR'S affected activities. The revised schedule will show the CONTRACTOR's plan for making-up the schedule delay(s) and shall be input by the CONSTRUCTION MANAGER into the baseline schedule to determine if the plan is adequate for eliminating the schedule delay. The CONTRACTOR shall provide the revised schedule within 3 days of the request. Any activity that cannot be completed by its original completion date or the scheduled date as adjusted by approved time extensions shall be deemed behind schedule. Use of Float by the contractor must be approved by the Construction Manager / DISTRICT prior to its use. Should early start and finish dates not be met, the schedule will be considered "in jeopardy". The contractor shall, within 3 days of request, provide a plan for completing the activities so as not to delay subsequent activities.
- (d) Any activities shown in the contract documents but not specifically noted in the CMBS shall be included in the contract and performed in the proper sequence of work to allow proper execution of the work.

ARTICLE 33. MATERIALS AND WORK

- (a) Except as otherwise specifically stated in the Contract Documents, CONTRACTOR shall provide and pay for all materials, supplies, tools, equipment, labor, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete the work within the specified time.
- (b) Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
- (c) Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required.
- (d) CONTRACTOR shall, after issuance of the Notice to Proceed by DISTRICT, place orders for materials and/or equipment as specified so that delivery may be made without delays to the work. CONTRACTOR shall, upon demand by the CONSTRUCTION MANAGER, furnish to the CONSTRUCTION MANAGER documentary evidence showing that orders have been placed.
- (e) DISTRICT reserves the right, due to any neglect in not complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the work may be completed by the date specified in the Agreement, and all expenses incidental to the procuring of these materials and/or equipment shall be paid for by the CONTRACTOR.
- (f) No materials, supplies, or equipment for work under the Contract Documents shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. CONTRACTOR warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by it, to DISTRICT free from any claims, liens, or charges. CONTRACTOR further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by

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the Contract Documents shall have any right to any lien upon the premises or any improvement or appurtenance thereon, except that CONTRACTOR may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by the utility company or political subdivision. In the event of installation of any such metering device or equipment, CONTRACTOR shall advise DISTRICT as to the owner thereof.

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

ARTICLE 34. INTEGRATION OF WORK

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

ARTICLE 35. OBTAINING OF PERMITS, LICENSES AND EASEMENTS

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

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

ARTICLE 36. INTENTIONALLY LEFT BLANK

ARTICLE 37. EXISTING UTILITY LINES; REMOVAL, RESTORATION

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

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work that may have been done thereon, and assess the presence of visible facilities on or adjacent to the construction site that would indicate the presence of underground utilities on the construction site; (2) review the plans and specifications, all applicable "as built" documents, and all other applicable Contract Documents, to ascertain the existence and location of underground utilities not identified in the Contract Documents; and (3) perform pothole testing as necessary to ascertain the existence and location of underground utilities not identified in the Contract Document

If the CONTRACTOR at any time discovers utility facilities not identified in the Contract Documents, or any errors or omissions in the plans and specifications, "as built" documents, or other Contract Documents, the CONTRACTOR shall immediately notify the DISTRICT in writing.

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

ARTICLE 38. WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

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

ARTICLE 39. ACCESS TO WORK

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

ARTICLE 40. TIMELY PAYMENTS BY CONTRACTOR

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

ARTICLE 41. INTENTIONALLY LEFT BLANK

ARTICLE 42. INTENTIONALLY LEFT BLANK

ARTICLE 43. INTENTIONALLY LEFT BLANK

ARTICLE 44. CLEANING UP

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

ARTICLE 45. PATENTS, ROYALTIES, AND INDEMNITIES

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

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ARTICLE 46. GUARANTEE

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

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CONTRACTOR shall furnish to DISTRICT, two (2) hard copies plus 3 electronic copies on compact disc, and all appropriate guarantee or warranty certificates upon completion of the work or upon request by DISTRICT.

- (g) All guarantees required under this Article shall be in writing on the Guarantee form included in the Contract Documents, or as furnished by the DISTRICT.
- (h) CONTRACTOR shall provide to DISTRICT two (2) hard copies plus 3 electronic copies of instruction and maintenance manuals for all items that require same.
- (i) The rights and remedies outlined in this Article are in addition to all others available to the DISTRICT.

ARTICLE 47. DUTY TO PROVIDE COMPETENT WORKERS

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

ARTICLE 48. EMPLOYMENT OF LABOR/PREVAILING WAGE RATES

- (a) The Project is a public work, the Work shall be performed as a public work and pursuant to California Labor Code Section 1770 et seq., the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed for the Project. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at DISTRICT's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is adopted by this reference and shall be effective for the life of this Contract or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the CONTRACTOR and on any Subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.
- (b) The CONTRACTOR and any Subcontractor under the CONTRACTOR as a penalty to DISTRICT shall forfeit not more than Fifty Dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion of a calendar day for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the CONTRACTOR or Subcontractor.

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- (c) Nothing contained herein shall be deemed to supersede any applicable laws, orders, or regulations issued by competent authority governing wages, hours of work of the employment of labor, nor to condone any violation of such laws, orders, or regulations.
- (d) CONSTRUCTION MANAGER shall post at appropriate conspicuous weatherproof points on the site of the Project a schedule showing the Prevailing Wage Determinations published by the Director of the California Department of Industrial Relations, which are applicable to the Project.
- (e) The CONTRACTOR and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of the Contract or any subcontract, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by DISTRICT, its officers and agents and to the representatives of the Division of Labor Law

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

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

ARTICLE 49. HOURS OF WORK

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

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- (c) Pursuant to Labor Code Section 1813, the CONTRACTOR or subcontractor shall pay to the DISTRICT a penalty of twenty-five Dollars (\$25) for each worker employed in the execution of this Contract by the CONTRACTOR or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code. Regular work hours are deemed to be 7:00 a.m. to 3:30 p.m. Monday through Friday excluding holidays.
- (d) Any work performed after regular working hours, or on Saturdays, Sundays or other holidays shall be performed without additional expense to DISTRICT, unless DISTRICT has agreed to pay CONTRACTOR the premium portion of the overtime rate.
- (e) Should overtime work be required due to delays caused by CONTRACTOR, CONTRACTOR will be responsible for the costs associated with Supervision and Inspection by the DISTRICT. These costs will be deducted from the Contract Sum.

ARTICLE 50. PAYROLL RECORDS

- (a) Pursuant to the provisions of Labor Code Section 1776, the CONTRACTOR shall keep and shall cause each Subcontractor performing any portion of the work under the Contract Documents to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR in connection with the work. CONTRACTOR to provide CONSTRUCTION MANAGER appropriate Certified Payroll Records to meet DIR reporting requirements, and may be required to update said records to DIR website for PWC-100 reporting. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:
 - (1) The information contained in the payroll record is true and correct.
 - (2) The employer has complied with the requirements of sections 1771, 1811 and 1815 for any work performed by his or her employees on the public works project.
- (b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the DISTRICT, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection upon request by the public or copies thereof made; provided, however, that a request by the public shall be made through either the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the CONTRACTOR, Subcontractors, and the entity through which the

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request was made. The public shall not be given access to the records at the principal office of the CONTRACTOR.

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

I, _____ (Name-print), the undersigned, am _____
(position in business) with the authority to act for and on behalf of
_____ (Name of business and/or
CONTRACTOR), certify under penalty of perjury that the records or copies thereof
submitted and consisting of _____
(description, number of pages) are the originals or true, full and correct copies of the
originals which depict the payroll record(s) of the actual disbursements by way of cash,
check, or whatever form to the individual or individuals named.

Dated: _____
Signature: _____

- (c) CONTRACTOR or subcontractor shall file a certified copy of the payroll records enumerated in subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request. In the event that the CONTRACTOR or subcontractor fails to comply within the 10-day period, the CONTRACTOR or subcontractor shall, as a penalty to the DISTRICT, forfeit twenty-five Dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this provision due to the failure of a subcontractor to comply.

Any copy of payroll records made available for inspection as copies and furnished upon request to the public by the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR awarded the Contract or the subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Labor Code section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fee and costs incurred in maintaining the action. An action may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing stated herein limits any other available remedies for a violation.

- (e) The CONTRACTOR shall inform the DISTRICT of the location of the payroll records enumerated under subdivision (a), including the street address, city and county, and shall, within five (5) working days, provide a written notice of a change of location and address.

ARTICLE 51. APPRENTICES

- (a) The CONTRACTOR acknowledges and agrees that, if the Contract Documents involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, the provisions of Labor Code Section 1777.5 govern the Contract Documents. It shall be the responsibility of the CONTRACTOR to ensure compliance with this Article and with Labor Code Section 1777.5 for all apprenticing occupations.

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

ARTICLE 52. - FIRST AID

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

ARTICLE 53. PROTECTION OF PERSONS AND PROPERTY

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

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- (1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; and perform work which may interfere with school routine before or after school hours; enclose working area with a substantial barricade; and arrange work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities.
- (2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- (3) Deliver materials to the building area over the route designated by CONSTRUCTION MANAGER.
- (4) When directed by DISTRICT, take preventive measures to eliminate objectionable dust caused by CONTRACTOR's work. Should the contractor not maintain proper dust control the DISTRICT will provide dust control with all costs being the responsibility of the CONTRACTOR.
- (5) Enforce all instructions of DISTRICT and ARCHITECT regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on construction site.
- (6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, an approved civil engineer at no cost to the DISTRICT shall replace them.

ARTICLE 54. NON-DISCRIMINATION

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

ARTICLE 55. SCHEDULE OF VALUES AND PROGRESS PAYMENT APPLICATIONS

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

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

- (c) Materials included in the progress payments shall be stored properly and protected as required to prevent damage, including but not limited to, rust, dents, scratches, and decay. Materials stored on-site and subject to payment, shall be gated and secured to prevent theft and/or vandalism. When the CONTRACTOR requests payment for materials not incorporated in the work, the following terms and conditions shall apply:
- (1) For permanent materials delivered to the project site, or stored in an approved location off-site, an allowance of one hundred percent (100%) of the material costs plus freight charges as invoiced and less retention may be made. The allowance will be based upon validated invoices or bills for such materials, including freight charges, and a copy thereof shall be made a part of the documented records for the work. All permanent materials approved for payment will have been tested by the DISTRICT for compliance with the requirements of the Contract Documents. Payment will only be made for permanent materials that conform to the requirements of the Contract Documents.
 - (2) No allowance shall be made for fuels, form lumber, falsework, temporary structures or other materials of any kind that will not become an integral part of the finished contraction.
 - (3) All permanent materials, for which an allowance is requested, shall be stored in an approved manner where damage is not likely to occur. If any of the store materials are lost or become damages in any manner, CONTRACTOR shall be responsible for repairing or replacement of such damaged materials. The value of the lost or damaged materials permanent materials shall be deducted from the CONTRACTOR's subsequent progress payments until replacement has been accomplished.
 - (4) Permanent materials, for which payment has been made, either wholly or partially, shall not be removed from the approved location until such time that it is incorporated into the work, unless approved by the DISTRICT and/or the ARCHITECT.
 - (5) The following must accompany the written request for payment of stored materials, if required by the DISTRICT:
 - (A) Consent of the Surety specifying the material type and the bid items in which the material is to be used.
 - (B) Validating invoices showing that payment for the material has been made.
 - (C) A notarized statement from CONTRACTOR attesting that the invoices, as submitted do not include charges and/or fees for placing, handling, erecting or any other charges and/or markups other than the actual material cost, sales tax(es) if applicable, and freight charges.
 - (D) Bill of lading showing delivery of the material.
 - (E) Inspection test reports, and certifications if required by the Contract Documents.
 - (F) CONTRACTOR shall obtain a negotiable warehouse receipt, endorsed over to DISTRICT for materials and/or equipment stored in an off-site warehouse. Certificate of insurance clearly indicating that the materials or equipment is fully

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insured against theft, fire, vandalism, malicious mischief, as well as other coverage required under the Contract Documents.

- (6) Nothing in these General Conditions shall be interpreted as requiring DISTRICT to pay for stored materials. DISTRICT shall decide on a case-by-case basis whether it will pay for stored materials. Some factors DISTRICT will consider are: CONTRACTOR's ability to meet the Project Schedule and milestones, the effectiveness of CONTRACTOR's quality control plan, how record drawings are being maintained and kept up, the status of the material submittals, and the on-going cleanliness of the work and the work site. No payment will be made for stored materials that have not been submitted and accepted.
 - (7) If the permanent materials are stored off-site, CONTRACTOR must pay DISTRICT's representative's transportation and lodging to see the permanent materials.
 - (8) Full title to the materials and/or equipment shall vest with DISTRICT at the time of delivery to the site, warehouse or other storage location.
- (d) Commensurate with the Article entitled PAYMENTS, WAIVER AND RELEASE FORMS and other requirements of the contract, and upon receipt of the CONSTRUCTION MANAGER's approval of the Request for Payment, the DISTRICT will subtract a sum equal to five percent (5%) of the value of the work performed up to the last day of the previous month, less the aggregate of previous payments. The value of the work completed shall be an estimate only. No inaccuracy or error in said estimate shall operate to release the CONTRACTOR, or any surety, from damages arising from such work or from enforcing each and every provision of this Contract, and the DISTRICT shall have the right subsequently to correct any error made in any estimate for payment. The CONTRACTOR shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the DISTRICT concerning the work, or any portion thereof, remains uncompleted with. At any time after the retention held by the DISTRICT totals five percent (5%) of the value of the contract and the DISTRICT's Board, in its sole discretion, finds that satisfactory progress is being made, the DISTRICT may choose not to subtract the retention from remaining payment requests, and upon receipt of the CONTRACTOR'S bonding company letter of approval for such.

DISTRICT shall have the right, if necessary for the protection of the DISTRICT, to issue joint checks made payable to the CONTRACTOR and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. However, DISTRICT has no duty to issue joint checks. In no event shall any joint check payment be construed to create any contract between the DISTRICT and a Subcontractor of any tier, any obligation from the DISTRICT to such Subcontractor, or rights in such Subcontractor against the DISTRICT.

ARTICLE 56. CONTRACTOR CLAIMS

- (a) If the CONTRACTOR claims compensation for any damage sustained by reason of the acts of the DISTRICT or its agents, or if the CONTRACTOR disagrees with the DISTRICT's or Architect's decisions regarding a CONTRACTOR's Change Order Request (COR), the CONTRACTOR shall provide written "Notice" to the DISTRICT **within five (5) days** after sustaining of such damage, or being notified of an adverse decision, and provide within **fourteen (14) days** of the event the factual basis supporting the claim (unless otherwise specified in writing by the DISTRICT). The written "Notice" shall state the summary points for which the factual bases will support the claim and cite in detail the Contract Documents (including plans and specifications) upon which the claim is to be based. CONTRACTOR's failure to notify the DISTRICT within such a period shall be deemed a waiver and

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relinquishment of such a claim. If such notice is given within the specified time, the procedure for its consideration shall be as stated above in these General Conditions. Refer to the Articles entitled, "**DEFINITIONS**", "**DISPUTES - ARCHITECT'S DECISIONS**", "**CHANGES AND EXTRA WORK**", "**NOTICE**" and "**WAIVER AND RELEASE FORMS**" for related Contract requirements. The claim, once submitted, shall be a "Certified Claim".

- (b) In addition, on or before the end of the month for which the claim has been filed, the CONTRACTOR shall also file with the DISTRICT the **WAIVER AND RELEASE FORMS**, for which the claim and the amount of the claim is identified. If the claim is not indicated on the **WAIVER AND RELEASE FORMS**, CONTRACTOR's claim shall be forfeited and invalidated and it shall not be entitled to consideration for time or payment on account of any such claim.
- (c) Pending final resolution of any Claim, unless otherwise agreed to in writing, the CONTRACTOR shall proceed diligently with performance of the work, and the DISTRICT shall continue to make any undisputed payments in accordance with the Contract Documents.
- (d) The CONTRACTOR shall certify, at the time of submission of a claim, as follows:

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

By: _____

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

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

ARTICLE 57. DISPUTES - ARCHITECT'S DECISIONS

- (a) The ARCHITECT shall, within a reasonable time, make decisions on all claims of the DISTRICT or CONTRACTOR and on all other matters relating to the execution and progress of the work. The decisions of the ARCHITECT shall not be binding, but shall be advisory only.
- (b) Except for tort claims, all claims by the CONTRACTOR for a time extension, payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to the Contract Documents, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or as to the amount of payment which is disputed by the DISTRICT of Three Hundred Seventy Five Thousand Dollars (\$375,000) or less shall be subject to the settlement and arbitration provisions procedures set forth in Public Contract Code Section 20104, et seq. Those sections require that the claim be in writing, include the documents

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necessary to substantiate the claim, and be filed on or before the final date of payment, subject to all time limits and notice requirements for filing claims under the Contract Documents.

- (1) For claims less than Fifty Thousand Dollars (\$50,000) the DISTRICT shall respond in writing to written claims within **forty-five (45) days** of receipt of the claim or may request in writing within **thirty (30) days** of receipt of the claim additional documentation supporting the claim or relating to any defenses to the claim the DISTRICT may have against the CONTRACTOR. The DISTRICT's written response to the claim shall be submitted to the claimant within **fifteen (15) days** after receipt of the further documentation or within a time period equivalent to that taken by the CONTRACTOR to provide the additional documentation, whichever is greater.
- (2) For claims over Fifty Thousand Dollars (\$50,000) and less than or equal to Three Hundred Seventy Five Thousand Dollars (\$375,000), the DISTRICT shall respond in writing to all written claims within **sixty (60) days** of receipt of the claim or may request in writing within **thirty (30) days** of the receipt of the claim any additional documentation supporting the claim or relating to any defenses to the claim the DISTRICT may have against the CONTRACTOR. The DISTRICT's written response to the claim shall be submitted to the CONTRACTOR within **thirty (30) days** after receipt of further documentation or within a period of time no greater than that taken by the CONTRACTOR in producing the additional documentation, whichever is greater. If the CONTRACTOR disputes the DISTRICT's written response or the DISTRICT fails to respond within a timely fashion, the CONTRACTOR within **fifteen (15) days** after the response or failure to respond may demand in writing an informal conference to meet and confer for settlement of the issues in dispute, which conference shall be scheduled within **thirty (30) days** for settlement of the dispute. If the claim or any portion of the claim remains in dispute following the meet and confer conference, the CONTRACTOR may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the CONTRACTOR submits his or her written claim until the time that the claim is denied as a result of the meet and confer process including any period of time utilized by the meet and confer process. Further, should legal action be pursued, the provisions relating to mediation and arbitration contained in Public Contract Code section 20104.4 shall be followed.
- (c) In the event of a dispute between the parties as to performance of the work, the interpretation of the Contract Documents or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute via the procedures set forth in this Article. Pending resolution of the dispute, CONTRACTOR agrees to continue the work and/or disputed work diligently to completion. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind the Contract nor stop the progress of the work and/or the disputed work, but CONTRACTOR's sole remedy, following exhaustion of the procedures set forth in this Article, shall be to submit such controversy to determination by a court of the State of California, in Fresno County, having competent jurisdiction of the dispute, after the work has been completed, and not before.
- (d) All meetings and correspondence relative to disputes and claims, which involve offers of good faith and negotiations, are subject to the Evidence Code 1152 exclusions.

ARTICLE 58. PAYMENTS

- (a) Each month, on a date to be determined by DISTRICT, the CONTRACTOR shall be entitled to submit a progress payment invoice for unpaid work provided to the DISTRICT. The invoice

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shall be on a form approved and/or provided by the DISTRICT, and submitted to the CONSTRUCTION MANAGER for review and processing. Within **seven (7) days** of submission, the CONSTRUCTION MANAGER will review the CONTRACTOR invoice for legitimacy, and if any corrections or adjustments are required CONTRACTOR shall be required to resubmit the corrected invoice within **three (3) days** of the request. Upon receipt of the corrected invoice, the CONSTRUCTION MANAGER will verify the corrections and then forward the invoice to the Project Inspector for review. DISTRICT, within **thirty (30) days** after receipt of the invoice from the CONSTRUCTION MANAGER shall pay CONTRACTOR a sum equal to ninety five percent (95%) of value of the CONTRACTOR invoice. Payments for Change Order items can be included into the CONTRACTOR invoice that is, after the Change Order has been fully executed and approved by the DISTRICT Governing Board and/or authorized representative. CONSTRUCTION MANAGER will endeavor to provide DISTRICT with signed copies of the CONTRACTOR invoice on or before **seven (7) days** of receipt from CONTRACTOR. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or Surety from any damages arising from such work or from enforcing each and every provision of the Contract Documents, and DISTRICT shall have the right subsequently to correct any error made in any estimate for payment. CONTRACTOR SHALL NOT BE ENTITLED TO HAVE ANY PAYMENT ESTIMATES PROCESSED OR BE ENTITLED TO HAVE ANY PAYMENT FOR WORK PERFORMED SO LONG AS ANY LAWFUL OR PROPER DIRECTION CONCERNING WORK, OR ANY PORTION THEREOF, GIVEN BY THE DISTRICT OR ARCHITECT REMAINS UNCOMPLIED WITH BY THE CONTRACTOR.

- (b) DISTRICT has discretion to require from the CONTRACTOR any of the following information with the application for payment:
 - (1) certified payroll covering the period of the prior application for payment;
 - (2) unconditional waivers and releases from all Subcontractors/suppliers for which payment was requested under the prior application for payment;
 - (3) receipts or bills of sale for any items.
 - (4) Signature of the Inspector, confirming that the maintenance of the Record Drawings is being kept up-to-date, and that the Record Drawings are not being used as a construction set.

- (c) Before payment is made hereunder, a certificate in writing shall be signed by the Project Inspector stating the Contract Documents have been adhered to and to confirm the estimates in the certification of application for payment, then submitted to the CONSTRUCTION MANAGER. The CONSTRUCTION MANAGER shall state the work for which the payment is claimed has been performed in general conformance with the terms of the Contract Documents and that the amount stated in the certificate is due under the terms of the Contract Documents, in which the certificate shall be attached to and made a part of the application made and filed with the DISTRICT, provided that if the CONSTRUCTION MANAGER or the Project Inspector shall, within **three (3) days** after written demand therefore, fail to deliver such certificate to the DISTRICT, the CONTRACTOR may file its application with the DISTRICT without said certificate, but together with such application shall file a statement that demand was made for such certificate and that the same was refused. Thereupon, the DISTRICT will either allow said application as presented or shall reject all or part of it. It is understood, moreover, that the certificate of the CONSTRUCTION MANAGER shall not be conclusive upon the DISTRICT, but shall be advisory only.

- (d) NO PAYMENT BY DISTRICT HEREUNDER SHALL BE INTERPRETED SO AS TO IMPLY THAT DISTRICT HAS INSPECTED, APPROVED, OR ACCEPTED ANY PART OF THE WORK. The final payment of five percent (5%) of the value of the work done under the Contract Documents, if unencumbered, shall be made **thirty-five (35) days** after recording by the

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DISTRICT of the Notice of Completion. ACCEPTANCE WILL BE MADE ONLY BY ACTION OF THE GOVERNING BOARD OF DISTRICT.

- (e) Unless otherwise provided, on or before making request for final payment of the undisputed amount due under the Contract Documents, CONTRACTOR shall submit to DISTRICT, in writing a summary of all claims for compensation under or arising out of the Contract Documents which were timely filed. The acceptance by CONTRACTOR of the payment of the final amount shall constitute a waiver of all claims against DISTRICT under or arising out of the Contract Documents, except those previously made, in a timely manner and in writing, and identified by CONTRACTOR as unsettled at the time of CONTRACTOR's final request for payment.

ARTICLE 59. CHANGES AND EXTRA WORK

- (a) DISTRICT may, as provided by law and without affecting the validity of the Contract Documents, order changes, modifications, deletions and extra work by issuance of written change orders from time to time during the progress of the work, with the contract sum and time being adjusted accordingly. All such work shall be executed under conditions of the original Contract Documents. DISTRICT has discretion to order changes on a "Unit Price", "Negotiated Sum", or "Time and Material" basis with adjustments to time made after CONTRACTOR has justified the impact on the critical path of the work. The following records shall also be kept by CONTRACTOR:
 - (1) CONTRACTOR shall maintain its records in such a manner as to provide a clear distinction between the direct costs of any extra work and/or deductive work and the original Contract work. This requirement pertains to the costs for wholly or partially approved Change Order Requests (COR's), Construction Change Directives (CCD's), Change Orders (CO's) and work CONTRACTOR considered to be potential Change Orders.
 - (2) CONTRACTOR shall furnish within seven (7) days after the Notice to Proceed, a complete listing of CONTRACTORS and Subcontractors hourly labor rates, indicating the direct hourly wage rate, payroll taxes and insurance costs.
- (b) Notwithstanding any other provision in the Contract Documents, the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in a change order shall constitute the entire compensation and/or adjustment in the contract time due CONTRACTOR arising out of the change in the work covered by the change order unless otherwise provided in the change order. The amount of the compensation due CONTRACTOR shall be calculated pursuant to **subparagraph (e)** of this Article. The entire compensation shall not include any additional charges not set forth in **subparagraph (e)** and shall not include delay damages (due to processing of a change order, refusal to sign a change order) indirect, consequential, and incidental costs including any management costs, extended home office and field office overhead, administrative costs and profit other than those amounts authorized under **subparagraph (e)** of this Article.
- (c) In giving instructions, ARCHITECT shall have authority to make minor changes in the work, not involving a change in cost, and not inconsistent with the purposes of the Project. The DISTRICT's authorized representative may authorize changes in work involving a change in cost and/or time. Except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from DISTRICT, authorized by DISTRICT'S representative, and no claim for addition to contract sum shall be valid unless so ordered.

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(d) If the ARCHITECT determines that work required to be done constitutes extra work outside the scope of the Contract Documents, the ARCHITECT shall issue a request for a detailed proposal (RFP) or issue a Construction Change Directive (CCD) to the CONTRACTOR. CONTRACTOR will respond with a detailed proposal (COR) upon receipt of the RFP or CCD within fourteen (14) days of receipt of such documents. If the work is to be performed by a Subcontractor, CONTRACTOR must include a detailed bid from the Subcontractor.

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

(1) By “**Unit Prices**” contained in CONTRACTOR’s original bid and incorporated in the Contract Documents or fixed by subsequent “**Negotiated Sum**” agreement between DISTRICT and CONTRACTOR.

(2) By cost of labor and material and percentage for overhead and profit (“**time and material**”). If the value is determined by this method the following requirements shall apply:

(A) Daily Reports by CONTRACTOR.

(i) General. At the close of each working day, the CONTRACTOR shall submit a daily report to the CONSTRUCTION MANAGER and/or Inspector, on forms approved by the DISTRICT, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized concerning extra work items including any schedule delay days required. An attempt shall be made to reconcile the report daily, and the CONSTRUCTION MANAGER and/or Inspector and the CONTRACTOR shall sign it. In the event of disagreement, pertinent notes shall be entered by each party to explain points that cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the CONTRACTOR. The CONSTRUCTION MANAGER shall organize and forward copies of the CONTRACTOR’s and Inspector’s reports to the ARCHITECT upon the completion of each “Time and Material” activity. ANY REPORTS NOT SUBMITTED IN A TIMELY MANNER AND NOT SIGNED BY THE CONSTRUCTION MANAGER AND/OR INSPECTOR SHALL NOT BE CONSIDERED AS A PART OF THE COSTS CONSIDERED FOR THE CHANGE ORDER. THE CONTRACTOR SHALL NOTIFY THE INSPECTOR AND THE CONSTRUCTION MANAGER PRIOR TO STARTING THE WORK EACH DAY.

(ii) Labor. The report shall show names of workers, classifications, and hours worked and hourly rate. Superintendent expenses are not allowed.

(iii) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of **\$250** or less or where an invoice is not provided.

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

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insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included.

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

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

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

(B) Basis for Establishing Costs

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

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

- (iv) Other Items. The DISTRICT may authorize other items, which may be required on the extra work. Such items include labor, services, material and equipment which are different in their nature from those required by the work and which are of a type not ordinarily available from the CONTRACTOR or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.
 - (v) Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the request for payment. If invoices or other documentation does not substantiate the request for payment, the DISTRICT may establish the cost of the item involved at the lowest price, which was current at the time of the report.
- (3) The following form for "EXTRA WORK and/or DEDUCTIVE WORK" and the "OVERHEAD & PROFIT (O&P) PERCENTAGE SCHEDULE" shall be used as applicable by the DISTRICT and CONTRACTOR to communicate proposed additions and deductions to the Contract Documents. State and City sales taxes and payroll taxes and insurance shall be shown separately and will be allowed on Extra Work and shall be credited on Deductive Work. NOTE THAT THE O&P PERCENTAGE SCHEDULE DOES NOT APPLY TO PROJECTS PERFORMED UNDER THE LEASE-LEASEBACK METHOD OF PROJECT DELIVERY, WHICH PROJECTS HAVE THEIR OWN AGREED-UPON O&P RATES.

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FORM FOR EXTRA WORK AND/OR DEDUCTIVE WORK

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

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

14 SUM OF SUBTOTALS #2 & #4	\$ _____	\$ _____
15 CONTRACTOR'S BOND	\$ _____	\$ _____
16 NET TOTAL FOR C.O.R. (5)⑥	\$ _____	

- ①: Attach itemized list(s) indicating hours, rates, material quantity, material costs, and unit costs
- ②: Include the cost for taxes.
- ③: Refer to the Overhead and Profit Schedule
- ④: Contractor's bond and liability insurance premium, if in fact actual bonds and insurance are to be purchased. Total costs shall not exceed 2% of the Net Total (line 16). Refer to the O&P Schedule.
- (5) Includes all direct and indirect costs, including but not limited to, acceleration, cumulative affect of the change(s), expediting the Work, Fragnets, etc.

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

OVERHEAD & PROFIT (O&P) PERCENTAGE SCHEDULE

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

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

- (4) For "Negotiated Sum" and "Time and Material" pricing methods, the specified overhead and profit figures are defined and are agreed to include, but not limited to, the following:
 - (A) Home office administration costs
 - (B) Job site administration costs
 - (C) Small tools (Less than \$250 capital cost per item)
 - (D) Project staff and company vehicles
 - (E) Change Order preparation, procurement and set-up (including all payroll costs and fringe benefits), estimating, supervising, expediting, drafting, and clerical/secretarial services.
 - (F) As-Built Drawing maintenance
 - (G) General Supervision of the work (Direct Supervision may be included)
 - (H) Time & Material documentation procedures
 - (I) The handling, transportation and warehousing of materials other than direct identifiable cost of specific deliveries, or as included in the price of the material.
 - (J) Time Extension request or recovery schedule preparation

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

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(f) If the CONTRACTOR should claim that any instruction, request, drawing, specification,

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

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

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

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ARTICLE 60. COMPLETION

- (a) Statutory definitions of “completion” and “complete” shall apply for those statutory purposes. For accrual of liquidated damages, Claim and warranty purposes, “completion” and “complete” mean the point in the Project where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) DISTRICT’s representatives have conducted a final inspection that confirmed this performance. “Substantial” or any other form of partial or non-compliant performance of the Work shall not constitute “completion” or “complete” under the Contract Documents.
- (b) The DISTRICT shall accept completion of the Contract and have the Notice of Completion recorded when the entire Work including CONTRACTOR’s punch list(s) and ARCHITECT’s final review comments shall have been completed to the satisfaction of the DISTRICT. The Work may only be accepted as complete by action of the DISTRICT’s Governing Board.
- (c) However, the DISTRICT, through action by the Governing Board, at its sole option, may accept completion of the Contract and have the Notice of Completion recorded when the entire Work including individual portions of the Work shall have been completed to the satisfaction of the DISTRICT, except for minor corrective and/or incomplete items.
- (d) A final walk through to determine completion of the Contract and to record the Notice of Completion shall occur only upon a valid claim by CONTRACTOR that the Project is complete except for minor corrective and/or incomplete items. Any erroneous claims of completion by CONTRACTOR resulting in a premature walk through shall be at CONTRACTOR’s sole cost and expense and DISTRICT shall make adjustments to the contract price by reducing the amount thereof to pay for any costs incurred by the DISTRICT due to the erroneous claims by the CONTRACTOR that the Project is complete. Minor corrective and/or incomplete items shall be identified in the final walk through of the Project.
- (e) If the CONTRACTOR fails to complete the minor corrective and/or incomplete items prior to the expiration of the **thirty-five (35) day** period immediately following recording of the Notice of Completion, the DISTRICT shall withhold from the final payment an amount equal to **150% of the estimated cost**, as determined by the DISTRICT, of each item until such time as the item is completed. At the end of such **thirty-five (35) day** period, if there are items remaining to be corrected and/or completed, the DISTRICT may elect to proceed as provided in the Article entitled "**ARTICLE 64. PAYMENTS WITHHELD.**"

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- (f) Regardless of the cause therefore, the CONTRACTOR may not maintain any claim or cause of action against the DISTRICT for damages incurred as a result of its failure or inability to complete its work in a shorter period than established in the Contract Documents, the parties stipulating that the period set forth in the Contract Documents is a reasonable time within which to perform the Work.

ARTICLE 61. FAILURE TO PERFORM / DELAYED PERFORMANCE OF WORK

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

ARTICLE 62. CORRECTION OF WORK

- (a) If it is found at any time, before or after completion of the Work, that the CONTRACTOR has varied from the drawings and/or specifications and/or Contract Documents, in materials, quality, form or finish, or in the amount or value of the materials and labor used, the ARCHITECT shall make a recommendation:
 - (1) that all such improper Work should be removed, remade and replaced, and all Work disturbed by these changes be made good at the CONTRACTOR's expense ("Option 1");
or

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- (2) that the DISTRICT deduct from any amount due CONTRACTOR, the sum of money equivalent to the difference in value between the Work performed and that called for by the drawings and specifications and Contract Documents ("Option 2"). ARCHITECT shall determine such difference in value.

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

- (b) In the event that the District chooses Option 1, CONTRACTOR shall promptly remove all Work identified by DISTRICT as failing to conform to the drawings, specifications, and Contract Documents, whether incorporated or not. CONTRACTOR shall promptly replace and re-execute its own Work to comply with the drawings, specifications, and Contract Documents without additional expense to DISTRICT and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

If CONTRACTOR does not remove such Work within a reasonable time, fixed by written notice, DISTRICT may remove it and may store the material at CONTRACTOR's expense. If CONTRACTOR does not pay expenses of such removal within **ten (10) days'** time thereafter, DISTRICT may, upon **ten (10) days'** written notice, deduct the amount of the removal and repair from the Contract amount.

ARTICLE 63. EXTENSION OF TIME - LIQUIDATED DAMAGES

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

ARTICLE 64. PAYMENTS WITHHELD

- (a) In addition to any amount which DISTRICT may retain under the Article entitled "**COMPLETION**" and the Article entitled "**PAYMENTS**," DISTRICT may withhold a sufficient

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amount or amounts of any payment or payments otherwise due to CONTRACTOR, which in DISTRICT's judgment may be necessary to cover:

- (1) Payments which may be past due and payable for just claims against CONTRACTOR or any Subcontractors, or against and about the performance of work, including, without limitation, payments made pursuant to the Article entitled "**TIMELY PAYMENTS BY CONTRACTOR.**"
- (2) The cost of defective work, which CONTRACTOR has not remedied.
- (3) Liquidated damages assessed against CONTRACTOR.
- (4) Penalties for violation of labor laws and / or deficient certified payroll.
- (5) The cost of materials ordered by the DISTRICT pursuant to the Article entitled "MATERIALS AND WORK."
- (6) The cost of completion of the Contract if there exists a reasonable doubt that the Contract can be completed for the balance then unpaid to CONTRACTOR.
- (7) Damage caused by CONTRACTOR to another contractor or Subcontractor.
- (8) Site clean-up as provided in the Article entitled "CLEANING UP."
- (9) Payments to indemnify, defend, or hold harmless the DISTRICT.
- (10) Any payments due to the DISTRICT including but not limited to payments for failed tests, utilities or imperfections.
- (11) Extra services for ARCHITECT, including but not limited to, services rendered in the evaluation of CONTRACTOR substitution requests, Requests For Information (RFI's), Change Order Requests (COR's) and Claims.
- (12) Extra services for the INSPECTOR including but not limited to re-inspection required due to CONTRACTOR's failed tests or installation of unapproved or defective materials and CONTRACTOR's requests for inspection and CONTRACTOR's failure to attend the inspection.
- (13) Record Documents and other Contract required documents.
- (14) Submission of daily reports and completeness thereof.
- (15) Breach of any provision of the Contract Documents.
- (16) Stop Payment Notices. For any stop payment notice, the DISTRICT shall withhold the amount stated in the stop payment notice plus an amount to provide for the public entity's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, DISTRICT has the right to permanently withhold for any reasonable cost of litigation for that stop payment notice, even if it exceeds the amount originally withheld by DISTRICT for the estimated reasonable cost

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of litigation. However, if (1) the CONTRACTOR at its sole expense provides a bond or other security satisfactory to the DISTRICT in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the DISTRICT, which protects the DISTRICT against such claim, and (2) the DISTRICT chooses to accept the bond, then DISTRICT would release the stop payment notice funds withheld to the CONTRACTOR, except that DISTRICT may permanently withhold for any reasonable cost of litigation. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties

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

ARTICLE 65. EXCISE TAXES

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

ARTICLE 66. NO ASSIGNMENT

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

ARTICLE 67. NOTICE

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

ARTICLE 68. NO WAIVER

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

ARTICLE 69. NON-UTILIZATION OF ASBESTOS MATERIAL

- (a) The CONTRACTOR will be required to execute and submit a Certificate regarding Non-Asbestos Containing Materials.
- (b) Should asbestos containing materials be installed by the CONTRACTOR in violation of this certification, or if removal of asbestos containing materials is part of the work, decontamination and removal will meet the following criteria:
- (1) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
 - (2) The asbestos removal CONTRACTOR shall be an EPA accredited CONTRACTOR qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
 - (3) The asbestos consultant shall be chosen and approved by the DISTRICT who shall have sole discretion and final determination in this matter.

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- (4) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- (c) Cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal CONTRACTOR, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs as may be incurred by the DISTRICT shall be borne entirely by the CONTRACTOR.
- (d) Hold Harmless: Interface of work with work containing asbestos shall be executed by the CONTRACTOR at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, the CONTRACTOR acknowledges the above and agrees to hold harmless the DISTRICT, its Governing Board, employees, agents, and ARCHITECT and assigns for all asbestos liability which may be associated with this work. The CONTRACTOR further agrees to instruct its employees with respect to the above mentioned standards, hazards, risks and liabilities.

ARTICLE 70. STUDENT SAFETY ALLOWANCES

- (a) Requirements for Contact with Students: Contractor shall comply with Education Code section 45125.2 and this Article. If Contractor's employee(s), agent(s) or subcontractor(s) will have more than limited contact with students, then Contractor must take one or more of the following steps:
 - (1) Install a physical barrier at the worksite to limit contact with pupils.
 - (2) Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the DISTRICT that the employee charged with monitoring and supervising its employees has no such convictions.
 - (3) Arrange for surveillance by personnel with DISTRICT approval.
- (b) If CONTRACTOR is providing the services in an emergency or exceptional situation, CONTRACTOR is not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. DISTRICT shall determine whether an emergency or exceptional situation exists.
- (c) DISTRICT Processing to Department of Justice: If Contractor is required to receive verification for an employee, agent or subcontractor from the Department of Justice pursuant to this Article or the Education Code, the DISTRICT may, at its sole discretion, assist Contractor by processing Contractor's request to the Department of Justice using the DISTRICT's fingerprinting hardware and materials. The DISTRICT will charge for such assistance at its standard rates charged to its own employees.
- (d) Verification of Compliance Under Penalty of Perjury: Contractor shall certify under penalty

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of perjury, on a form provided by the DISTRICT, compliance with this Article prior to performing any work in which any employee, agent or subcontractor will have more than limited contact with students.

- (e) Indemnification and Hold Harmless Agreement: It shall be Contractor's sole responsibility to ensure compliance with Education Code sections 45125.1 and 45125.2 and this Article. In addition to and without limiting any other indemnity promise made in this contract, Contractor agrees to defend, indemnify and hold harmless the DISTRICT for and from any and all actual or potential claims of any kind or description seeking to hold the DISTRICT, its employees or its agents responsible for violation of Education Code sections 45125.1 or 45125.2, or any other violation arising out of duties imposed by Education Code sections 45125.1 or 45125.2, arising out of Contractor's employee's, agent's or subcontractor's contact with students. Contractor's indemnification obligation shall include, without limitation, judgments, settlements, contributions, payments, fines and penalties, as well as the costs of investigating and complying with equitable decrees or governmental directives. The defense obligation shall include, without limitation, legal fees, litigation expenses, and investigative costs.
- (f) Definitions:
- (1) A "violent felony" is any felony listed in subdivision (c) of section 667.5 of the Penal Code.
 - (2) A "serious felony" is any felony listed in subdivision (c) of section 1192.7 of the Penal Code.
 - (3) An "emergency or exceptional situation" is, as determined by the DISTRICT in its sole discretion, a situation in which pupil health or safety is endangered or when repairs are needed to make a school facility safe and habitable.

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ARTICLE 71. ALLOWANCES

- (a) The following costs shall be included in all allowances;
 - (1) Cost of the product to CONTRACTOR or Subcontractor, less applicable trade discounts
 - (2) Delivery to the site
 - (3) Applicable taxes

- (b) CONTRACTOR costs included in the Contract Sum include, but are not limited to;
 - (1) Arrangement of product(s) shipping and handling at site, including unloading, uncrating, and storage.
 - (2) Protection of products from the elements and from damage
 - (3) Labor for installation, adjustments and finishing products
 - (4) Product warranties
 - (5) Scheduling changes and updates
 - (6) Other expenses required to complete installation
 - (7) CONTRACTOR and Subcontractor(s) overhead and profit

- (c) The adjustments in costs will be made if the net cost is more or less than the specified amount of the allowance. The net cost of the adjustment shall be the amount of the difference between the specified allowance and the actual cost of the material, with the exception of a not-to-exceed 15% mark-up for overhead and profit. The Contract Sum will be adjusted by Change Order.
 - (1) Submit any claims for anticipated additional costs, or other expenses caused by the selection the allowance, prior to execution of the work.
 - (2) Submit documentation for actual additional costs, or other expenses caused by the selection the allowance, prior to execution of the work.
 - (3) Failure to submit claims within the designated time will constitute a waiver of claims for additional costs.

- (d) DISTRICT will separately bid the materials, subject to the specified allowances. The successful bidder will be assigned to CONTRACTOR, and shall be considered a Subcontractor to the CONTRACTOR. Upon assignment, the CONTRACTOR shall all make the necessary submittals, prepare necessary shop drawings and coordinate all related work. CONTRACTOR shall make all necessary adjustments and revisions to the schedule for such allowances and Subcontractor assignments.

ARTICLE 72. WAIVER AND RELEASE FORMS

- (a) Commensurate with the statutes of Public Contract Code section 7100, provisions in public works contracts with public entities which provide that acceptance of a payment otherwise due a CONTRACTOR is a waiver of all claims against the public entity arising out of the work performed under the contract or which condition the right to payment upon submission of a release by the CONTRACTOR of all claims against the public entity arising out of performance

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of the public work are against public policy and null and void. This section shall not prohibit a public entity from placing in a public works contract and enforcing a contract provision which provides that payment of undisputed contract amounts is contingent upon the CONTRACTOR furnishing the public entity with a release of all claims against the public entity arising by virtue of the public works contract related to those amounts. Disputed contract claims in stated amounts may be specifically excluded by the CONTRACTOR from the operation of the release.

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

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CONDITIONAL WAIVER AND RELEASE UPON "PROGRESS PAYMENT"

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

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

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

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

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

_____ through: _____
(Your Customer) (Date)

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

_____ (Date)
(Company Name)

By: _____
(Title)

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

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

- (e.2) Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a progress payment and the claimant asserts in the waiver it has, in fact, been paid the progress payment, the waiver and release shall follow the following form:

UNCONDITIONAL WAIVER AND RELEASE UPON "PROGRESS PAYMENT"

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

(Your Customer)

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

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

_____ through: _____
(Your Customer) (Date)

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been

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fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

(Company Name) (Date)

By: _____
(Title)

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

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

"NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM."

- (e.3) Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a final payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow the following form:

CONDITIONAL WAIVER AND RELEASE UPON "FINAL PAYMENT"

Upon receipt by the undersigned of a check from _____

in the sum of \$ _____ payable to: _____

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

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

This release covers the final payment to the undersigned for all labor, services,

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

(Company Name) (Date)

By: _____
(Title)

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

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

- (e.4) Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a final payment and the claimant asserts in the waiver it has, in fact, been paid the final payment, the waiver and release shall follow the following form:

UNCONDITIONAL WAIVER AND RELEASE UPON "FINAL PAYMENT"

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

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

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

(Company Name) (Date)

By: _____
(Title)

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

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

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5. Claim for: _____ In the amount of: \$ _____

"NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM."

ARTICLE 73. INDEMNIFICATION

- (a) Scope: Prime Contractor

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

- (b) Scope: Subcontractors

To the fullest extent permitted by law, the Subcontractors shall defend, indemnify, and hold harmless the DISTRICT, CONSTRUCTION MANAGER, ARCHITECT, ARCHITECT's consultants, the Project Inspector, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors, from and against claims, damages, losses, and expenses (including, but not limited to attorneys' fees and costs including fees of consultants) arising out of or resulting from: performance of the Work (including, but not limited to) the Subcontractors' use of the site; the Subcontractors' construction of the Work or failure to construct the Work, or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including but not limited to scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the indemnitees; or any act, omission, negligence, or willful misconduct of the Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or

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omissions of the Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party identified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

(c) **Joint and Several Liability**

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

(d) **No Limitation**

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

ARTICLE 74. GOVERNING LAW AND VENUE

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

ARTICLE 75. TERMINATION BY DISTRICT FOR CONVENIENCE

- (a) DISTRICT may, at any time, terminate the Contract for the DISTRICT'S convenience and without cause.
- (b) Upon receipt of written notice from the DISTRICT of such termination for the DISTRICT's convenience, CONTRACTOR shall:
 - (1) Cease operations as directed by the DISTRICT in the notice;
 - (2) Take actions necessary, or that the DISTRICT may direct, for the protection and preservation of the Work; and
 - (3) Except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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- (c) In case of such termination for the DISTRICT's convenience, the CONTRACTOR shall be entitled to receive payment for work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

ARTICLE 76. MUTUAL TERMINATION FOR CONVENIENCE

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

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

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

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

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- (3) disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
 - (4) otherwise is in substantial breach of a provision of the Contract Documents.
- (d) When any of the above reasons exist, the DISTRICT may, without prejudice to any other rights or remedies of the DISTRICT and after giving the CONTRACTOR and the CONTRACTOR's surety, if any, written notice of seven (7) days, terminate the Contract and may, subject to any prior rights of the surety:
- (1) take possession of the site and of all material, equipment, tools, and construction equipment, and machinery thereon owned by the CONTRACTOR;
 - (2) accept assignment of subcontracts; and
 - (3) complete the Work by whatever reasonable method the DISTRICT may deem expedient.

If the DISTRICT terminates the Contract for one of the reasons stated above, the CONTRACTOR shall not be entitled to receive further payment until the Work is complete.

- (e) If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the CONTRACTOR. If such costs exceed the unpaid balance, the CONTRACTOR shall pay the difference to the DISTRICT. The amount to be paid to the CONTRACTOR, or DISTRICT, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Work.

SUMMARY OF WORK - ADM 2

PART 1 - GENERAL

1.01 SUMMARY

A. General: Construction of BASE BID and Alternate portions of the work for **Clovis Unified District Office Expansion Phase 2 – Plant Operations**, Clovis, California. BASE BID and Alternate portions of the work are defined as all material, labor, equipment, and services necessary to do all work shown on the drawings and called for in the Specifications.

General Summary of the Project

The following information applies to all Bid packages and shall be reviewed carefully for inclusion in each bid. Following are critical logistics related to the Project:

1. Construction to include - Phase 2 of Clovis Unified School District Office Expansion. This phase consists of new construction of (4) steel buildings. Buildings include structural steel and metal stud structure, metal siding, metal roof, and interior finishes. Site work consists of new site utilities, sidewalks, landscaping, and parking lots. The steel buildings are pre-engineered metal buildings and have already been designed. The buildings will be fabricated under another contractor and delivered to the site for installation under this contract. Refer to Steel Building Scope below for additional information.
2. This project will start prior to the completion of Phase 1 construction. Access to the site will be available at all times. However, construction activities will be taking place adjacent to this project.
3. All work for the project will be performed during the hours of 7:00a.m to 3:30p.m. Utility tie-ins may be required to be performed after hours.
4. Submittals and material procurement shall begin immediately upon award or letter of intent from the District.
5. Bid packages shall review the project completely prior to bidding the work.
6. Any substitution of details or materials must be pre-approved by the Architect, engineers, and DSA.

In addition to the summary of work for each Bid Package, the following will apply and become a part of the contract with each respective Bid package.

Storm Water Pollution Prevention Plan and Dust Control

1. Storm Water Pollution Prevention Plan (SWPPP) will become a part of the contract with each respective Bid Package. Initial SWPPP will be installed by the Earthwork Bid Package.
2. Provide BMP controls for own work, or as included in each bid package.
3. All work under each Bid Package shall comply with Air Pollution Control District Standards. Provide dust control and plan for own work.

Submittals and material procurement

1. Submittals and material procurement shall begin immediately upon award or letter of intent from the District.
2. Material procurement is critical and shall be diligently pursued to meet the contract schedule.

Contract

1. Please be advised that all successful bidders will be required to enter into a prime contract agreement with Clovis Unified School District.

Schedule

1. Bid packages shall review the project and schedule and site logistics plan completely prior to bidding the work.
2. The bid package will be required to provide a schedule and crew sizing showing how the work will be accomplished within the given time frame

Crew Sizes

1. All bid packages shall review the schedule and confirm that they can crew the project accordingly prior to submitting a bid. Include with each bid minimum and maximum crew sizes projected for the project.

State Agency Requirements

1. All work shall comply with OSHA requirements, SWPPP, and Air Pollution Control District.

Coordination of work

1. Coordination of work during the preconstruction period is equally as critical to resolving all issues prior to the start of work. Bid package shall review the project, coordinate, and question any issues to allow resolution prior to the start of work.
2. Review and verify all existing conditions. Property dimensions as shown are based on record information and should be field verified by a property surveyor prior to construction.
3. All bid packages shall attend coordination meetings and provide coordination drawings for underground and above ceiling work and for coordination of utilities, openings and other areas that require interface between trades. Note conflicts and provide potential solutions to the architect for review. Coordination and drawing approval must occur prior to excavation (and/or) overhead work. Bid packages shall attend a pre-installation meeting prior to the start of their work onsite. All bid packages shall be available for pre-installation meetings of other bid packages for coordination of related work.
4. Provide written request for information through the CM for layout information from related trades for all rough-in, embedded items, openings, and block-outs, etc.
5. Request and review all associated shop drawings for coordination and layout purposes prior to installation of related materials.
6. Coordinate all work with mechanical, plumbing, and electrical Bid package for shut down of services as needed. (48) hours notice is required prior to all shut down activities.
7. Review as-builts & underground locator survey & pothole utilities prior to starting work.

Temporary Utilities:

1. Temporary Construction Power will be provided by the Electrical Bid Package. Temp Construction Power to consist of the following:
 - a. Construction Trailers –
 - Connect to existing main switchgear (installed in Phase 1 scope of work). Install (1) 2" conduit underground from switchgear to construction trailers located in laydown yard. Install (1) 100A 3phase breaker in main switchboard and Install skid @ Construction Trailer with 480V-120/208V transformer and 200A Panel. Make connection at double wide trailers. Provide all conduit, wire, equipment necessary for a complete installation. Remove at completion of project.
 - b. Buildings A, B, C, & D –
 - Connect to existing main switchgear (installed in Phase 1 scope of work). Install (1) 100A 3phase breaker in main switchboard and Install (1) 2" conduit underground from switchgear to Building A. Install skid at Building A with 480V-120/208V transformer and 200A Panel. Provide temp power cords from Building A Panel with 2 spider boxes at the first

- floor and 2 spider boxes at the second floor. Provide all conduit, wire, and equipment necessary for a complete installation. Remove at completion of project.
- At Building B, C, & D, run (1) 2" conduit underground to each building. Provide temp power to each building:
 - Provide (1) Spider box @ Building B
 - Provide (2) Spider boxes @ Building C (one at each end)
 - Provide (2) Spider Boxes @ Building D (one at each end)
 - c. Temporary power boxes shall remain in service until completion of project or until permanent power is available at the buildings. All conduit and equipment shall be removed at completion of project.
 - d. Provide inspection, testing and maintenance of temporary power system per OSHA regulations. Secure temporary power boxes from the end of each workday to the start of the next.
 - e. Any additional power needed beyond what is described above shall be provided by the bid package in need.
 - f. Lighting for own work areas to be provided by each package. Egress Lighting to be provided by electrical package. Locations per Electrical SOW.
2. Construction water will be available at the Fire Hydrant located on site (Contractor to verify). Each Bid Package will be responsible for providing their own water meter for water consumption.
 3. Portable Toilets will be provided by the Construction Manager.

Site Logistics:

1. Only company vehicles are allowed in the construction area. Personal vehicles will be confined to the designated parking lot on site. See access plan for specifics. No tool drop-off by personal vehicles will be allowed. Bid package to make provisions for transport or tool distribution needs.
2. Storage areas will be confined to the areas designated by the CM (see access plan). Staging areas around the building shall be coordinated with the CM. Storage onsite will be controlled due to limited space available.

General Items to be provided by each bid package:

1. Contact Underground Service Alert, and CUSD a minimum of (48 Hour Prior to Excavating or Digging).
2. Protect all work, new and existing, from damage until acceptance by owner.
3. Provide water and shade for own crews.
4. Furnish all access to roof for own work.
5. Provide dewatering for own work.
6. Furnish and install own floor protection (i.e., Tarps, plastic, plywood, etc.)
7. Furnish and install all physical layout for own work.
8. Each bid package will be responsible for removal from the site of all debris and spoils generated by each bid package. Daily clean up is required. Coordinate dumpster location with Construction Manager prior to setting. Comply with requirements of the plans and specifications for recycled content and reporting.
9. Secure all ladders and lifts each evening.
10. Provide protection of all roofing when own work requires access on the roofing systems.
11. Provide caution tape and/or barriers for open area work and traffic control.
12. Each bid package will be responsible for their wash out, wash out area as designated by the CM.
13. Provide hoisting/rigging for own work.
14. Review as-builts & underground locator survey & pothole utilities prior to starting work.
15. Contractors shall be responsible for encroachment permits and inspection fees related to the encroachment permits only. All other permits and fees will be paid by the District.
16. Contractors shall comply with codes listed in project plans.

17. Reference building commissioning specification for building systems to be commissioned.
18. Any substitution of details or materials must be pre-approved by the Architect, engineers, and DSA. All substitution requests must be submitted to MWC prior to bid. This Bid Package is responsible for all costs and time delays required for substitution approval.
19. Contractors shall schedule deliveries of equipment and materials separately for their installation in each building with CM. Materials shall not be stored on-site until the respective installation activity begins at each building. If warehousing of contractor equipment or materials is necessary, the contractor shall secure a bonded location and include such cost within the base bid amount.
20. Provide protection for workers during own work activities at elevated installations per OSHA regulations.
21. Furnish and install street cleaning for own scope of work as necessary. Any mud/debris will need to be cleaned up immediately as needed by the Bid Package responsible.
22. Provide copy of daily reports to Construction Manager each day work is performed on site.
23. Provide copy of weekly safety meeting sign in sheet to Construction Manager each week work is performed on site.
24. Provide copy of IIPP to the Construction Manager.

DISTRICT PROVIDED SURVEY & UNDERGROUND LOCATING (FOR REFERENCE ONLY)

Provide Field Engineering/Survey Services per the following for Site and Offsite work:

Specific Requirements

1. Provide move-ins for each section of work as listed on the Project Baseline Schedule.
2. Calc trenching near footings to be outside angle of repose.
3. Furnish and install all survey for onsite work.
4. Verify digital files provided by design team are the bid set documents prior to use.
5. Verify and stake property dimensions prior to construction.
6. Stake limit of second phase of construction.
7. Provide UG utility coordination and attend coordination meetings. Provide color coded clash detection drawing. Confirm there are no clashes between utilities nor trees, fence posts, poles, etc. Provide solutions to conflicts,

Earthwork:

1. Stake construction access roads, construction laydown yard, Temporary power panel location, and construction trailer locations to confirm locations do not conflict with new utilities or electrical service.
2. Establish a minimum of two permanent horizontal and vertical control points on the site, remote from the building area. Referenced to data established by survey control points.
3. Staking for over excavation limits of Building pads.
4. Staking of parking lot curbs with offset determined by concrete bid package.
5. Staking of streets, swales, and grade breaks.
6. Certify site grades after completion of rough grading.
7. Certification of site grades at project completion.

Under Ground Utilities:

1. Staking of all electrical and low voltage vaults, boxes, and fixtures – horizontal and vertical.
2. Staking of all storm drain lines (manholes) and drain inlets, sewer lines and cleanouts (50'); domestic water, fire water, Irrigation service and backflow, vaults, EV charging stations, (as required for excavation and installation horizontal and vertical) at the site.

3. All valve locations.
4. Stake all site lighting and camera poles.
5. Stake all fire Hydrants, check valves, FDC, and PIV locations.
6. Stake all irrigation sleeves, and irrigation services.
7. Stake all lateral tees and POC's at all Buildings for all utilities.
8. Certify rough grade after each utility installation.
9. Coordinate and stake for temp construction power pathways (see attached temp power plan)
10. Provide UG utility coordination and attend coordination meetings.

Site Concrete Work:

1. Staking for all concrete walks, curbs, gutters, mowstrips, signs, walls, equipment pads, bike racks/lockers, etc. except concrete that can be determined off the edge of buildings.

Fencing:

1. Staking of chain link and ornamental fences and gates.
2. Staking for CMU fencing and trash enclosure.
3. Staking of fence mow strips – horizontal and vertical.

Buildings:

1. Provide 1 permanent horizontal and vertical control point at each building.
2. Staking for building corners determined by concrete bid package.
3. Provide survey for all building grid lines at building pad, reference points and radiuses as required.
4. Certify Building pads.
5. Certify steel column anchor bolts prior to concrete placement – horizontal and vertical.

Documents:

1. Cut sheets and reference drawings for all stake items.
2. Clash detection coordination study prior to site utility installation.
3. Color coded as-builts snapped off buildings.

Underground Locating:

1. Provide GPR underground locating for phase 2 portion of site. Provide dimensioned color coded document at completion of scan showing all utilities found.

End of Survey Scope

DOF-01 – Earthwork, Paving, and Demolition

Furnish and install all work specifically required throughout the project documents to complete the work of this bid package that specifically includes, but is not limited to the following:

Specification Sections

DIVISION 00

DIVISION 01

023000 SUBSURFACE INVESTIGATION

311100 SITE CLEARING

312000 EARTHWORK

312005 TRENCHING

315000 EXCAVATION SUPPORT AND PROTECTION

321216 ASPHALT PAVING

321218 ASPHALT PAVING SEALING

321700 PAVING SPECIALTIES
441113 FUGITIVE DUST CONTROL (AS APPLIES)
Geotechnical Report

Refer to additional related specifications sections for work specifically included in this bid package noted below.

General Items

1. Furnish and install all layout for own work from survey provided by the district. See survey scope of work for reference. This bid package will be responsible for all additional layout not performed by the survey contractor.
2. There will be one wash-out area for each bid package as designated by the Construction Manager. Each bid package will be responsible for removal from the site of all debris generated by each bid package.
3. Provide all backfill of excavations to original sub-grade for work included in this bid package.
4. Provide all power for own work.
5. Provide dewatering for own excavations.
6. Protect survey stakes for own work and maintain until installations are complete.
7. Protect existing concrete curbs/lighting/drain inlets/hydrants/stubbed utility to remain. Install/maintain/remove snow fencing protection as required.
8. Review UG locator, and coordination drawings prior to demolition and advise of any conflict between existing utilities and demo scope.
9. Perform re-compaction of fill materials in accordance with Geotech report recommendations or specifications. Perform over excavation at building areas in accordance with Geotech report recommendations.
10. See General Notes at beginning of summary of work specification section for other items.

Coordination with Other Trades

1. Coordinate and allow access to building pads for building related scope of work (concrete, plumbing, utilities, electrical)
2. Utilize all excess material spoils from utilities and foundations to complete grading. Other bid packages shall dump spoils at a designated location for grading by this bid package. Figure additional move-in to utilize stockpiled material for fine grading and to remove excess material at completion of fine grading.
3. Obtain all permits required to perform the work. SWPPP will be obtained by the District and installed by this bid package.

Furnish and Install Items

1. Furnish and install all clearing/stripping/grubbing, demolition, grading, paving, parking lot sealer, striping, and site signage for the project complete.
2. Provide own means of water supply for use during construction. If water tank is preferred, coordinate exact location onsite with CM. Provide temp water meter for own work. All costs associated with temp water usage shall be the contractors responsibility.
3. Furnish, install, and remove at completion of project, all temporary SWPPP BMPs for the project complete. See SWPPP included in bid documents.
4. Furnish and install all cut/fill necessary to perform work. Offhaul all excess spoils from

- site to offsite property owned by Clovis Unified. Location to be at South-East corner of Minnewawa and International Aves. Contractor to spread spoils evenly across site so no piles are present. Coordinate access to site with CUSD.
5. Provide all sawcut as shown for demolition and remove asphalt/concrete as shown. Include additional sawcut (and additional demo if needed) at completion of project for any existing asphalt that may have been damaged during construction. Provide permanent asphalt patchback at any asphalt removed for curb/gutter or utility installation.
 6. Furnish and install street and onsite parking lot cleaning for own scope of work as required by municipal ordinance.
 7. Grade all earthwork to within tolerances specified.
 8. Sand and vapor barrier to be furnished and installed by concrete package at the buildings only. All other materials shall be provided by this bid package.
 9. Furnish and install fine grading of the site on separate move-ins (as scheduled by the construction manager) to accommodate the site concrete & mow strips installation. Coordinate backfill and final fine grading activities with the concrete bid package to eliminate damage to new site concrete.
 10. Furnish and install all grading and swales for landscape to $\pm .10'$.
 11. Maintain and protect building pads to within tolerance, elevation, moisture, weed free and compaction until accepted/received by the concrete package as noted in the schedule.
 12. Furnish, install, maintain, and remove all temp access roads, staging, paved runoff area, and lay down areas as scheduled/directed by the CM and shown on the site logistics plan. See Site logistics plan for actual material, dimensions, and thickness required. Furnish, install, maintain and remove (1) controlled entrance per site logistics plan. Include 3 mobilizations to maintain controlled entrance stations as requested by the CM throughout construction.
 13. Perform site stripping/grubbing in accordance with geotechnical report recommendation.
 14. Furnish and install excavation of mow strips and thickened sections for site concrete.
 15. Furnish and install backfill of mow strips, walks, curb, curb & gutter, planter, and turf areas.
 16. Furnish and install additional cut at heavy duty concrete and paving areas. Provide compacted ag base at heavy duty concrete areas.
 17. Furnish, install, and maintain traffic control for work included in this bid package.
 18. Provide cleaning of asphalt paving areas prior to installation of final lift and at the end of the project for sealing (coordinate with the CM) per the schedule.
 19. Flood test all A.C. paving prior to sealing. Provide for minor patching of asphalt at completion of project prior to sealing asphalt.
 20. Furnish and install all site signage, striping, and concrete at posts at site complete.
 21. Furnish and install painted curbs with lettering.
 22. Furnish and install all wheel stops as shown.
 23. Furnish and install certification of final grading to confirm grades prior to landscape.
 24. Provide caps/impalement protection for any impalement hazards such as concrete stakes, rebar, bolts, conduit, pipe, etc. Protection shall remain in place until impalement hazard is eliminated.

FOB Items

1. None.

Installation of FOB Items

1. None.

End of Bid Package

DOF-02 - Site Utilities

Furnish and install all work specifically required throughout the project documents to complete the work of this bid package that specifically includes, but is not limited to the following:

Specification Sections

DIVISION 00

DIVISION 01

023000 SUBSURFACE INVESTIGATION

312005 TRENCHING (AS APPLIES)

315000 EXCAVATION SUPPORT AND PROTECTION (AS APPLIES)

331000 WATER DISTRIBUTION

333000 SANITARY SEWERAGE

334000 STORM DRAINAGE FACILITIES

441113 FUGITIVE DUST CONTROL (AS APPLIES)

No. 1 GEOTECHNICAL INVESTIGATION REPORT

Refer to additional related specifications sections for work specifically included in this bid package noted below.

General Items

1. Furnish and install all layout for own work from survey provided by the district. See survey scope of work for reference. This bid package will be responsible for all additional layout not performed by the survey contractor.
2. Construction water will be available at the Fire Hydrant located on site(Contractor to verify). Each Bid Package will be responsible for providing their own water meter for water consumption.
3. Furnish and install all sleeves in masonry, concrete, and foundations prior to the installation of concrete and reinforcing steel. Coordinate location with other related bid packages prior to excavation.
4. Furnish off-haul of all excavation spoils upon compaction of trench sections to point onsite as directed for work included in this bid package. Earthwork package to use spoils for completion of import materials. Provide spoils amount for this contract to Earthwork bid package within 10 days of award of contract.
5. There will be one wash-out area for each bid package as designated by the Construction Manager. Each bid package will be responsible for removal from the site of all debris and spoils generated by this bid package.
6. Provide dewatering for own excavations.
7. Provide trench shoring as required.
8. Provide trench plates at excavation as required to allow access for other trades.
9. See General Notes at beginning of summary of work specification section for other items.

Coordination with Other Trades

1. Provide coordination drawings for underground work related to this bid package. Coordinate all drawings with the drawings of other bid packages. Note conflicts and provide potential solutions to the architect for review. Coordination must occur prior to excavation and/or installation of the work. Attend all coordination meetings required to coordinate all underground and above ceiling work. Provide a detailed site work schedule to coordinate with other utilities.
2. Coordinate all work to provide access to buildings for other trades as scheduled. Provide an underground utility schedule of where and when piping operations will be performed. Coordinate with other activities in the schedule for other trades and confirm the schedule meets the CMBS dates.
3. Building Plumbing bid package shall make physical connections to site utilities except the storm drain connection to downspouts at Building A. This package will be responsible for final connection.
4. Purity tests are required on all water system installations. Contractor to coordinate with the Authority having jurisdiction.
5. Clean and disinfect all site piping. Create disinfection plan and coordinate with building bid packages to allow for complete and maintained disinfection of the entire system until acceptance by owner. Building Plumbing bid package will be responsible for cleaning and disinfection of building piping.
6. At conflicts with electrical duct banks, electrical duct banks are to have the lower elevations.
7. Provide trenching plan and permits for excavations over 5' per OSHA requirements to the construction manager.
8. Installation of irrigation sleeves shall be by the Landscape/Irrigation Bid package.
9. Coordinate locations of all valve boxes and manholes away from doorways.
10. Coordinate location of site utility installations with location of building structure foundations to maintain clearance outside the foundation angle of repose.
11. Protect survey stakes for own work and maintain until installations are complete.
12. Coordinate with fire sprinkler contractor for POC at building riser locations.
13. Coordinate site utilities to miss all other site improvements including landscaping.
14. Provide detailed schedule for all work included in this bid package.

Furnish and Install Items

1. Furnish and install street and onsite parking lot cleaning for own scope of work as required by municipal ordinance.
2. Obtain and cover all associated costs for traffic control plan for own work. Provide daily maintenance as necessary.
3. Furnish and install all underground utilities onsite. Obtain and pay fees for encroachment permits as required. Any demo at gutters/approaches shall be temporarily addressed/modified to prevent standing/interrupted water flow. Certify grades have been returned to original grade. Special conditions are as follows:
 - a. Furnish, install, and maintain 2x4 marker stakes indicating end and depth of service for connection by other bid packages. Provide as-built points for each end of service on as-built drawings. Should inaccurate information be recorded, this bid package will be responsible for the costs of locating the end of service.
 - b. Pothole and confirm locations of existing plumbing utilities prior to excavation and maintain marking during construction.
 - c. Fire Water- Furnish and install all fire line piping complete with stub into all buildings per plan AFF. Stub with flange fitting, and cap for Fire sprinkler contractor. Furnish and install all detector check valves, FDC's, PIV's, christy boxes, required cages, and fire hydrants, paint per local authority standards. Coordinate fire alarm

- connections to be installed by the electrical bid package.
- d. Storm Drain, Sewer, and Domestic Water - Install all utilities to designated locations on site, or capped to within 5' of building, or designated POC for hook up by other building package except for the storm drain connection to downspouts at Building A. This package shall make final connection to downspouts. Coordinate with Metal Building package. Furnish and install shut off valve at all POCs.
 - e. Landscape Irrigation line – Site Irrigation main lines to be installed by the irrigation bid package.
4. Furnish and install Sand Oil Interceptor.
 5. Furnish and install hose bibbs at site complete per detail D on sheet 25 of 35.
 6. Furnish and install all backfill and compaction of excavations to original subgrade for work included in this bid package.
 7. Furnish and install all concrete required for installation of thrust blocks, manholes, vaults, boxes, underground structures, for work related to this bid package.
 8. Furnish, install, and maintain protection of work included in this bid package from damage and intrusion of dirt and / or debris into the piping systems for the length of the project per the SWPPP. Protection shall allow use, as directed by the District, of the underground utility systems during construction for construction and testing operations without the start of the warranty period until the notice of completion for the project. Any dirt/debris that enters storm drain piping shall be removed and cleaned by this package at completion of project prior to owner turnover. Set inlets to allow drainage until site finishes are installed. Raise to proper elevation prior to installation of site concrete finishes. Raise all site utilities to grade in paving areas once paving is complete. Provide all patch back as necessary.
 9. Furnish and install all signage and lettering called for in the contract documents related to work of this bid package.
 10. Provide camera/ video inspection of all sewer and storm drain piping to show proper flow and cleanliness. Provide video to owner for review prior to final acceptance of the project. This is for piping larger than 6".
 11. Furnish and install caps with appropriate fittings at any utilities that call to be stubbed for future.
 12. Adjust all new and existing utility boxes/structures to grade in landscape and concrete/ac-paving areas.
 13. Provide caps/impalement protection for any impalement hazards such as concrete stakes, rebar, bolts, conduit, pipe, etc. Protection shall remain in place until impalement hazard is eliminated.

FOB Items

1. None.

Installation of FOB Items

1. None.

End of Bid Package

DOF-03 – Concrete (W/Rebar)

Furnish and install all work specifically required throughout the project documents to complete the work of this bid package that specifically includes, but is not limited to the following:

Specification Sections

DIVISION 00

DIVISION 01

- 023000 SUBSURFACE INVESTIGATION
- 031512 POST INSTALLED CONCRETE ANCHORS
- 033000 CAST-IN-PLACE CONCRETE
- 033518 CONCRETE CURE-SEALER-HARDENER
- 033910 TOPICAL CONCRETE VAPOR CONTROL BARRIER
- 071326 SELF-ADHERING SHEET WATERPROOFING
- 072616 UNDERSLAB VAPOR RETARDER
- 079200 JOINT SEALANTS
- 313116 TERMITE CONTROL
- 321313 CONCRETE PAVING AND WALKS
- 321373 CONCRETE PAVING JOINT SEALANTS
- 321700 PAVING SPECIALTIES
- 441113 FUGITIVE DUST CONTROL (AS APPLIES)
- No. 1 GEOTECHNICAL INVESTIGATION REPORT

Refer to additional related specifications sections for work specifically included in this bid package noted below.

General Items

1. Furnish off-haul of all excavation spoils to point onsite as directed for work included in this bid package. Earthwork package to use spoils for completion of import materials. Provide spoils amount for this contract to Earthwork bid package within 10 days of award of contract.
2. There will be one wash-out area for each bid package as designated by the Construction Manager. This bid package will be responsible for removal from the site of all debris generated by this bid package.
3. Provide all backfill of excavations to original sub-grade for work included in this bid package.
4. Provide all clean up and provide off-haul of own debris from site.
5. Provide dewatering for own excavations.
6. Construction water will be available at the Fire Hydrant located on site (Contractor to verify). Each Bid Package will be responsible for providing their own water meter for water consumption.
7. See General Notes at beginning of summary of work specification section for other items.

Coordination with Other Trades

1. Review and coordinate layout for all blockouts in concrete as shown in the contract documents, related shop drawings or written layout provided by other bid packages. Coordinate locations with related bid packages prior to installation.
2. Coordinate dimensions with other related bid packages of all equipment and housekeeping pads. Pad sizes shall be provided by other bid packages and physically laid out and installed by this bid package.
3. This bid package will receive all building pads and site at tolerances listed in earthwork specification. This package will be responsible for all additional cut and fill necessary to complete the work of this bid package.

4. Provide access to other trades through reinforcing steel for installation of their work at building lines. If reinforcing steel needs to be bent in order to allow access, this contractor shall drill and epoxy new rebar as required through written direction from the engineer.
5. Provide layout drawings for all site and building concrete joints for approval prior to installation of concrete.
6. Receive and coordinate written layout from other bid packages for items embedded in or passing through concrete. All sleeves are to be installed by the utility bid packages.
7. Coordinate all embedded items within work included in this bid package that are to be installed at a later time such as fences, posts, etc.
8. Coordinate installation of all sleeves for work passing through masonry/concrete work with respective bid packages prior to excavation. Coordinate guardrail/handrail layout with steel contractor.
9. Coordinate all work to provide access to buildings for other trades as scheduled.
10. Install and coordinate block-outs at the site concrete to facilitate installation of fine grading by Earthwork Bid Package and to protect concrete until fine grading is complete. Complete site concrete block-outs once fine grading is complete. Backfill and fine grade once block-outs have been poured.
11. Earthwork bid package shall hold back earthwork at concrete foundations, footings, etc.. Coordinate hold back dimension with the Earthwork Bid Package of earthwork grading to allow installation of curb/gutter, trash enclosure walls, etc. Backfill by this package.
12. Electrical and site utility bid package shall furnish and install all concrete required for installation of thrust blocks, manholes, vaults, boxes, underground structures, for work related to their bid package.
13. Irrigation sleeves will be installed by the irrigation bid package. Coordinate schedule.
14. Coordinate the location of depressions, block outs, slopes, and drains prior to pour. Coordinate depressed and sloped floors in restrooms and sloped floors at accessible showers with flooring contractors and plumbing contractor for slope to drain.
15. Coordinate and provide floor flatness to comply with concrete specification standards.
16. Physically layout and install all blockouts, openings, etc. in concrete from written layout provided by other contractors for installation of their work.
17. Protect survey stakes for own work and maintain until installations are complete.

Furnish and Install Items

1. Furnish and install all building and site concrete complete including required excavations and rebar. Maintain building pad moisture content at building slab-on-grade areas after acceptance of building pads from earthwork contractor in compliance with geotechnical report recommendation.
2. Furnish and install backfill for own work.
3. Provide Excavation of elevator pit. After placement of walls, provide required backfill.
4. Furnish and install waterproofing where required.
5. Furnish and install street and onsite parking lot cleaning for own scope of work as required by municipal ordinance.
6. Obtain and cover all associated costs for traffic control plan for own work. Provide daily maintenance as necessary.
7. Furnish and install all sand and vapor barrier as detailed at concrete SOG.
8. Furnish and install all CMU foundations including excavation and rebar with lap splice per contract docs for continuation by masonry contractor. Layout of vertical rebar to

- be provided by CMU contractor.
9. Furnish and install **ALL** pipe bollards shown throughout contract documents.
 10. Furnish and install saw cuts in slabs with joint filler. Provide shop drawings for review prior to installation.
 11. Furnish and install all concrete collars as required for site utilities including but not limited to: cleanouts, valves, pull boxes, vaults, etc.
 12. Furnish and install light pole bases including excavation, concrete, reinforcing steel and backfill. Bolts provided by Electrical Package.
 13. Furnish and install all grouting and/or dry pack for structural steel and misc. iron and light pole bases.
 14. Furnish and install excavation, rebar and concrete fill of deepened foundations and rebar for all utilities passing through foundations from physical layout provided by others.
 15. Furnish and install all concrete equipment & housekeeping pads, supports and foundations for fixtures and equipment. Non-concrete supports are by respective bid packages.
 16. Furnish and install concrete foundation at dust collector and duct supports.
 17. Furnish and install all handicap ramp truncated domes.
 18. Furnish and install trash bin enclosure concrete complete including CMU wall foundations.
 19. Furnish and install blockouts for steel. Cover and protect until steel and concrete placement.
 20. Furnish and install Integral Concrete Floor Moisture Vapor Emission Control System as shown.
 21. Furnish and install termite control at buildings.
 22. Furnish and install saw cuts in slabs with joint filler. Provide shop drawings for review prior to installation.
 23. Furnish and install sealant at concrete floors, building concrete to concrete and concrete to masonry.
 24. Furnish and install all drypacking at structural steel.
 25. Furnish and install cleaning, dewatering and protection of anchor bolts until turn over to structural steel erection or setting of leveling nuts.
 26. Provide all cut required for minor depressions for tile and slopes to drain.
 27. Protect all slab block outs for other trades working in the area.
 28. Furnish and install all floor prep for floors out of tolerance to comply with concrete specification standards.
 29. Furnish and install concrete floor hardener and concrete sealer at sealed floors.
 30. Furnish, install, maintain, and remove floor protection at all exposed Building floors until sealed concrete finish is complete.
 31. Provide caps/impalement protection for any impalement hazards such as concrete stakes, rebar, bolts, conduit, pipe, etc. Protection shall remain in place until impalement hazard is eliminated.
 32. Furnish and install concrete at steel stair pans.
 33. Furnish and install concrete and wire mesh at second floor deck.

FOB Items

1. None.

Installation of FOB Items

Note. Unload, inventory, store and notify of deficiencies for all items delivered to the jobsite FOB, to be installed by this bid package:

1. Install all sleeves, handrails, queuing rails, traffic rails, guard rails complete including grout embedded in concrete as provided FOB jobsite.
2. Install all items embedded in concrete (i.e., anchor bolts, hold downs, plates, ledgers, angles, non-bolted tube steel, rails, sleeves, pipe rail, poles, etc.) as provided FOB jobsite by other bid packages from written layout provided by those bid packages.
3. Install light pole anchor bolts and templates furnished FOB by the electrical contractor.
4. Install and remove when complete all bolt templates provided by other bid packages.
5. Install embedded fence accessories FOB by fencing contractor.
6. Install FOB guard rails at building drinking fountains.
7. Install all framing sill bolts and hold down bolts as provided FOB by the framing package. All layout will be furnished and installed by the framing package.

End of Bid Package

DOF-04 – Building Steel & Fabrications / Metal Roofing & Siding

Furnish and install all work specifically required throughout the project documents to complete the work of this bid package that specifically includes, but is not limited to the following:

Specification Sections

DIVISION 00

DIVISION 01

- 051200 STRUCTURAL STEEL FRAMING
- 053100 STEEL DECKING
- 054000 COLD-FORMED METAL FRAMING
- 055000 METAL FABRICATIONS
- 055133 METAL STAIRS
- 055133 METAL LADDERS
- 055213 PIPE AND TUBE RAILINGS
- 057300 DECORATIVE METAL RAILING WITH PERFORATED INFILL
- 072114 THERMAL FOAM PLASTIC BOARD WALL INSULATION
- 074113 INSULATED METAL ROOF PANELS
- 074213 INSULATED METAL WALL PANELS
- 074213.1 PREFORMED METAL WALL PANELS
- 076200 SHEET METAL FLASHING AND TRIM
- 089000 LOUVERS
- 133419 METAL BUILDING SYSTEMS
- 441113 FUGITIVE DUST CONTROL (AS APPLIES)

Refer to additional related specifications sections for work specifically included in this bid package noted below.

General Items

1. Provide erection plan prior to erection of buildings.
2. Provide protection of utilities from cranes and equipment. There will be no crane access on the slab.
3. See General Notes at beginning of summary of work specification section for other items.
4. Provide all hoisting/rigging for work in this bid package.

5. Provide all clean up and off-haul of own debris from site.
6. Provide temp power for own work beyond what is provided by the electrical bid package. Refer to Electric Bid Package for specific information.
7. Provide off loading for all FOB items in areas as designated by the CM.

Coordination with Other Trades

1. This package shall coordinate delivery and unloading of pre-engineered metal building. Review and inventory all material to confirm correct material count is received.
2. Provide coordination drawings for above ceiling work and openings for work related to this bid package. Coordinate all drawings with the drawings of other bid packages. Note conflicts and provide potential solutions to the architect for review. Coordination must occur prior to installation of the work. Attend all coordination meetings required to coordinate all underground and above ceiling work.
3. Provide a written crane access plan, laydown areas, and movement schedule for coordination with other contractors. Refer to site logistics plan for crane access to buildings. Stabilization of base under erection crane shall be the responsibility of the steel erection contractor if location of crane is outside of access road to buildings. Cranes shall not be allowed on building slabs. Provide non-marking tires for lift equipment on building slabs.
4. Provide setting plan to concrete contractor and certify all anchor bolt layout at least 21 days prior to erection of structural steel. Report any bolts out of tolerance to the construction manager for correction by the concrete bid package.

Furnish and Install Items

1. Furnish and install street and onsite parking lot cleaning for own scope of work as required by law municipal ordinance.
2. The intent is for this package to provide and install all steel for the project not provided or fabricated by the Metal Building Manufacturer. Furnish and install all steel called for on Teter drawings **NOT** identified as "provided by Metal Building Manufacturer" or identified on Metal Building Drawings as "Not BY MBS" including but not limited to:
 - Elevator hoist beam
 - Hoist beams in shops
 - Guardrails/handrails
 - Additional Purlins/Girts
 - Steel "C" Channel and support channels
 - Steel stairs including stringers, landings, support angles, support columns/beams, etc.
 - Furnish and install all support angles, bolts/washers/nuts, and support clamps shown on MBM drawings necessary for installation that are excluded by MBM.
 - Furnish and install all steel angle/embeds/columns/beams/support plates/bent plate/connection bolts for elevator not identified as provided by MBM.
 - Furnish and install all exterior trim, coping cap, gutters, hat channel, and flashings complete including all flashings related to roof, rake parapet trim,

wall panels, soffits, doors, windows, penetrations, mechanical equipment, etc.

- Furnish and install all exterior metal panels including walls, roof, soffits, etc.
3. Furnish and install all sealant/caulking/backer rod/butyl tape/etc as called for at exterior envelope excluding storefront openings.
 4. Furnish and install weather resistive barrier at building exterior complete.
 5. Furnish and install all collector boxes and downspouts complete including any necessary brackets and hardware. Final connection at Building A to site storm drain to be performed by the Site Utility Package.
 6. Furnish and install overflow drains.
 7. Furnish and install rigid insulation at building exterior.
 8. Furnish and install metal louvers at building exterior including bug screens.
 9. Physically layout and install all block outs, openings, bracing and holes in steel from written layout provided by other bid packages.
 10. Furnish and install perforated metal panels at railing.
 11. Furnish and install expandable foam where required.
 12. Furnish and install all primer touch up at welding at structural steel and where chipping occurs from shipping /installation prior to acceptance by painting contractor.
 13. Set leveling nuts at anchor bolts to the proper elevation for structural steel installation, assume protection of bolts from the concrete contractor.
 14. Furnish and install all pipe rails, handrails, hold open posts / rails, and guard rails not directly embedded in concrete or masonry.
 15. Furnish and install all drilling, epoxy of bolts and wedge anchors for steel and misc. iron at concrete and CMU.
 16. Furnish and install all misc. iron & angles attached to concrete and masonry. Provide attachment if not shown to be embedded.
 17. Furnish and install all roof hatch access ladders.
 18. Furnish and install structural steel support for exterior duct at dust collector per 2/M801.
 19. Furnish and install elevator pit ladder.
 20. Furnish and install angle at elevator per detail 17 on A870.
 21. Furnish and install all attachment devices for handrails.
 22. Furnish and install temp railing or cabling at all second floor openings and roof edge. Leave in place until fall hazard is gone. Remove when requested by CM.
 23. Provide temporary stair access to second floor and roof until permanent stairs are installed.
 24. Provide caps/impalement protection for any impalement hazards such as concrete stakes, rebar, bolts, conduit, pipe, etc. Protection shall remain in place until impalement hazard is eliminated.

FOB Items

1. STEEL BUILDING BOLTS ARE NOT PROVIDED BY STEEL BUILDING SUPPLIER. This package shall furnish FOB jobsite all bolts and bolt templates for all patterns (made of steel) assembled with bolts, nuts, and washers ready for use/installation by the concrete bid package. Deliver, and off-load in an area designated by the CM all templates/anchor bolts for steel columns assembled to the jobsite. Predrill holes oversized for bolt installation. Provide acceptance of anchor bolt installation prior to setting steel columns.
2. Furnish FOB jobsite all associated sleeves for fencing, handrails, and guard rails, etc.... and provide physical layout for installation by the concrete bid package.

3. Furnish FOB Jobsite all casework and countertop support brackets.
4. Furnish FOB guard rails at building drinking fountains.
5. Predrill holes for fabricated fasteners. Coordinate layout for holes with framing contractor.
6. Furnish threshold and slab edge angles to concrete package.

Installation of FOB Items

1. Install Metal Building complete provided FOB jobsite by Metal Building Supplier. See Metal Building Plans for complete scope required.

End of Bid Package

DOF-05 – Casework

Furnish and install all work specifically required throughout the project documents to complete the work of this bid package that specifically includes, but is not limited to the following:

Specification Sections

DIVISION 00

DIVISION 01

031512 POST INSTALLED CONCRETE ANCHORS (AS APPLIES)

064116 PLASTIC LAMINATE CASEWORK

064118 SOLID SURFACE COUNTERTOPS

064600 ARCHITECTURAL WOOD TRIM

079200 JOINT SEALANTS

Refer to additional related specifications sections for work specifically included in this bid package noted below.

General Items

1. Provide all clean up and provide off-haul of own debris from site.
2. See General Notes at beginning of summary of work specification section for other items.
3. Construction water will be available at the Fire Hydrant located on site (Contractor to verify). Each Bid Package will be responsible for providing their own water meter for water consumption.

Coordination with Other Trades

1. Due to schedule constraints field measuring should be considered at wood framing stage in lieu of after all drywall and finishes are complete. Review the schedule to determine necessity relative to fabrication times. If measurement is required at the framing stage, provide measurement to meet the schedule and figure all associated finishes.
2. Coordinate at the jobsite all plumbing and electrical locations during rough-in activities to assure proper fit at time of casework and equipment installation.
3. Confirm ADA clearance for knee space at sink closure panels.
4. Coordinate with Building Plumbing Bid Package for sink openings in countertops.
5. Confirm cabinet lock and keyway with school district and CM.

Furnish and Install Items

1. Furnish and install all openings in casework and tops for other trades.

2. Furnish and install cable holes and grommets as laid out by District.
3. Furnish and install all floor anchorage, angles, and floor blocking for casework. Backing in wall to be provided by the Framing Bid Package.
4. Furnish and install rough wood carpentry framing incorporated into casework.
5. Furnish and install all attachment of all equipment related to this scope of work.
6. Furnish and install wall cap per detail 2 on A861.
7. Furnish and install wood walls incorporated into casework.
8. Furnish and install solid surface countertops.

FOB Items

1. None.

Installation of FOB Items

1. None.

End of Bid Package

DOF-06 – Drywall & Metal Framing

Furnish and install all work specifically required throughout the project documents to complete the work of this bid package that specifically includes, but is not limited to the following:

Specification Sections

DIVISION 00

DIVISION 01

- 061600 PLYWOOD PANEL SHEATHING
- 061643 EXTERIOR GYPSUM SHEATHING
- 078413 PENETRATION FIRESTOPPING (AS APPLIES)
- 092116 GYPSUM BOARD SHAFT WALL ASSEMBLIES
- 092216 NON-STRUCTURAL METAL FRAMING
- 092900 GYPSUM BOARD
- 079200 JOINT SEALANTS

Refer to additional related specifications sections for work specifically included in this bid package noted below.

General Items

1. Provide permits for scaffolding as required.
2. There will be one wash-out area for each bid package as designated by the Construction Manager. Provide wash out for own installations.
3. Construction water will be available at the Fire Hydrant located on site (Contractor to verify). Each Bid Package will be responsible for providing their own water meter for water consumption.
4. Provide clean up daily and off-haul of all debris generated by this bid package.
5. See General Notes at beginning of summary of work specification section for other items.

Coordination with Other Trades

1. Coordinate all drawings with the drawings of other bid package. Note conflicts and provide potential solutions to the architect for review. Coordination must occur prior to

- installation of the work. Attend all coordination meetings required to coordinate all underground and above ceiling work.
2. Physically layout and install all drilling, block outs, openings, holes, etc. from written layout provided by other contractors for installation of their work.
 3. Coordinate and provide wall flatness with wall finish trades to comply with product installation standards.

Furnish and Install Items

1. Furnish and install all metal framing, drywall, taping/texturing, cement board, and sealant systems as called for in the contract documents.
2. Furnish and install all exterior sheathing.
3. Furnish and install drywall for fire rated assemblies at general specialty, electrical, plumbing, and mechanical utilities, and fixtures.
4. Furnish and install all plywood sheathing including metal trim at all shop walls.
5. Furnish and install all wood blocking/framing/backing as called for.
6. Furnish and install wood bumper boards inside trash enclosure per 22/Sheet 22 of 35.
7. Furnish and install signage per CBC 703.7 marking and identification at all rated walls.
8. Furnish and install all clips for framing to attach to steel.
9. Furnish and install 3/16" less thickness drywall over plumbing fixture support plates to create flush wall.
10. Furnish and install shaft wall and fire stop sealant at elevator shaft.
11. Furnish and install primer coat at gypsum board as called for in the specifications. Confirm all primer is compatible with final finish system.
12. Furnish and install all sealant at gyp board to other material transitions.
13. Furnish and install temporary heat and fans as needed for taping/texture activities to meet project schedule.
14. Protect and keep floors clean through completion of work.
15. Furnish and install metal stud backing for electrical panels being surface mounted on metal stud walls.
16. Provide caps/impalement protection for any impalement hazards such as concrete stakes, rebar, bolts, conduit, pipe, etc. Protection shall remain in place until impalement hazard is eliminated.

FOB Items

1. None.

Installation of FOB Items

1. Install countertop support brackets furnished by Steel Package.

End of Bid Package

DOF-07 - Glass, Glazing, & Storefronts

Furnish and install all work specifically required throughout the project documents to complete the work of this prime-contractor that specifically includes, but is not limited to the following:

Specification Sections

DIVISION 00

DIVISION 01

076200 SHEET METAL FLASHING AND TRIM (AS APPLIES)

079200 JOINT SEALANTS

084113 ALUMINUM FRAMED ENTRANCES AND STOREFRONTS

085113 ALUMINUM WINDOWS

087100 DOOR HARDWARE (AS APPLIES)

088000 GLAZING

Refer to additional related specifications sections for work specifically included in this bid package noted below.

General Items

1. Any substitution of details or materials must be pre-approved by the Architect, engineers, and DSA. All substitution requests must be submitted to construction manager prior to bid. This contractor is responsible for all costs and time delays required for DSA approval.
2. Provide clean up daily and off-haul of all debris generated by this bid package.
3. Construction water will be available at the Fire Hydrant located on site (Contractor to verify). Each Bid Package will be responsible for providing their own water meter for water consumption.
4. See General Notes at beginning of summary of work specification section for other items.

Coordination with Other Trades

1. Submit shop drawings & procure material so as not to delay the scheduled installation of siding and drywall.
2. Order windows based on guaranteed rough opening dimensions from the framing contractors.
3. Confirm keyway with school district and Construction Manager.

Furnish and Install Items

1. Furnish and install all glass and glazing shown throughout the contract documents.
2. Furnish and install all storefront, and alum windows systems complete.
3. Furnish and install glass at door lights. Remove and reinstall screws for stops.
4. Furnish and install sealants at all aluminum windows and storefront at interior and exterior.
5. Furnish and install all aluminum flashing, break metal, and flexible flashings as required to provide a complete water tight system.
6. Furnish and install all hardware for aluminum storefront doors and frames.
7. Provide all water testing of windows per the specifications.
8. Furnish and install wood shim spacers at storefronts.
9. Furnish and install ram board covers at all vertical aluminum jambs for protection of frames during construction.
10. Furnish and install privacy film where required.
11. Furnish and install plywood closures at all aluminum doors and windows if material does not arrive to site prior to building closing for security and weather intrusion.

FOB Items

1. None.

Installation of FOB Items

1. None.

End of Bid Package

DOF-08 – Acoustical Ceilings & Wallcoverings

Furnish and install all work specifically required throughout the project documents to complete the work of this bid package that specifically includes, but is not limited to the following:

Specification Sections

DIVISION 00

DIVISION 01

066400 FIBERGLASS REINFORCED PLASTIC PANELING

079200 JOINT SEALANTS (AS APPLIES)

095113 ACOUSTICAL TILE CEILINGS

097723 VINYL COVERED TACKBOARD PANELS

102600 WALL PROTECTION

Refer to additional related specifications sections for work specifically included in this bid package noted below.

General Items

1. Provide clean up daily and off-haul of all debris generated by this bid package.
2. See General Notes at beginning of summary of work specification section for other items.
3. Construction water will be available at the Fire Hydrant located on site (Contractor to verify). Each Bid Package will be responsible for providing their own water meter for water consumption.

Coordination with Other Trades

1. Review buildings prior to installation of ceilings to note conflicts with ceiling heights.
2. Coordinate locations for light wires with electrical contractor.
3. Coordinate backing locations for wall metal trim with framing and drywall contractors.

Furnish and Install Items

1. Furnish and install acoustical ceiling systems complete.
2. Furnish and install all hangers, supports and bracing necessary for installation of work included in this bid package.
3. Furnish and install all hanger wires for light fixtures/cable trays in suspended acoustical ceilings. Electrical bid package will connect wire to their work.
4. Furnish and install ceiling tile at electrical & low voltage devices prior to dropping of tile activity. Cut holes in tiles for devices per as required.
5. Furnish and install all FRP and tackboard wall coverings.
6. Furnish and Install sealant at all locations where tackboard meets other materials.
7. Furnish and install cornerguards complete.

FOB Items

1. None.

Installation of FOB Items

1. None.

End of Bid Package

DOF-09 – Painting

Furnish and install all work specifically required throughout the project documents to complete the work of this bid package that specifically includes, but is not limited to the following:

Specification Sections

DIVISION 00

DIVISION 01

079200 JOINT SEALANTS

099100 PAINTING

Refer to additional related specifications sections for work specifically included in this bid package noted below.

General Items

1. Provide clean up daily and off-haul of all debris generated by this bid package.
2. There will be one wash-out area for each bid package as designated by the Construction Manager. This bid package will be responsible for removal from the site of all debris and spoils generated by this bid package.
3. Construction water will be available at the Fire Hydrant located on site (Contractor to verify). Each Bid Package will be responsible for providing their own water meter for water consumption.
4. See General Notes at beginning of summary of work specification section for other items.

Coordination with Other Trades

1. Schedule paint coats to allow for completion of work with minimal damage with final coat being installed with majority of work completed.

Furnish and Install Items

1. Furnish and install all painting as shown including but not limited to:
 - a. Exposed steel, drywall, exposed plywood as called for, exposed steel roof framing, ceiling scrim, flashings not identified as prefinished, coping, scuppers, downspouts, canopy decking, hollow metal door/frames. Refer to color schedule for all interior colors.
 - b. Mechanical, plumbing, fire sprinklers, and electrical utilities as required.
 - c. Fire department connection.
 - d. Fire resistant painted surfaces.
 - e. All gates to be painted.
2. Furnish and install sealing systems complete for the project except for concrete floor sealer.
3. Furnish and install all contrasting striping at stair treads.
4. Furnish and install finish as specified for trim, doors, and millwork.
5. Furnish and install all intumescent paint as called for.
6. Furnish and install sealing of masonry and concrete other than slab on grade floors as specified. Floor sealer to be installed by the concrete bid package.
7. Furnish and install all surface preparation and finish of all flashing to be painted. Verify compatibility for primer adhesion at structural steel.
8. Apply painting coats to minimize the need for touch up. Furnish and install all touch up painting required. Touch-up door/window light stops after installation of glazing.

9. Furnish and install all caulking of interior/exterior Frames.

FOB Items

1. None.

Installation of FOB Items

1. None.

End of Bid Package

DOF-10 – General Specialties

Furnish and install all work specifically required throughout the project documents to complete the work of this bid package that specifically includes, but is not limited to the following:

Specification Sections

DIVISION 00

DIVISION 01

- 031512 POST INSTALLED CONCRETE ANCHORS
- 042200 CONCRETE UNIT MASONRY
- 072116 BLANKET INSULATION
- 077233 ROOF HATCHES
- 078413 PENETRATION FIRESTOPPING (AS APPLIES)
- 079200 JOINT SEALANTS (AS APPLIES)
- 081113 HOLLOW METAL DOORS AND FRAMES
- 081416 FLUSH WOOD DOORS
- 081200 INTERIOR ALUMINUM DOORS AND FRAMES
- 083113 ACCESS DOORS AND FRAMES
- 083323 OVERHEAD COILING DOORS
- 088300 MIRRORS
- 093000 TILING
- 096001 FLOORING MOISTURE AND pH TESTING
- 096513 RESILIENT BASE AND ACCESSORIES
- 096816 CARPETING
- 101400 SIGNAGE
- 101419 DIMENSIONAL CHARACTER SIGNAGE
- 102113 TOILET COMPARTMENTS
- 102800 TOILET ROOM ACCESSORIES
- 104415 FIRE EXTINGUISHERS AND CABINETS
- 110113 OWNER FURNISHED CONTRACTOR INSTALLED EQUIPMENT (AS APPLIES)
- 115213 PROJECTION SCREENS
- 142400 HYDRAULIC ELEVATORS
- 323113 CHAIN LINK FENCES AND GATES
- 323119 DECORATIVE METAL FENCES AND GATES
- 323314 BICYCLE LOCKERS
- 441113 FUGITIVE DUST CONTROL (AS APPLIES)

Refer to additional related specifications sections for work specifically included in this bid

package noted below.

General Items

1. There will be one wash-out area for each bid package as designated by the Construction Manager. Each bid package will be responsible for removal from the site of all debris and spoils generated by each bid package.
2. Construction water will be available at the Fire Hydrant located on site (Contractor to verify). Each Bid Package will be responsible for providing their own water meter for water consumption.
3. Furnish and install all hangers, supports and bracing necessary for installation of work included in this bid package.
4. Provide all backfill of excavations to original sub-grade for work included in this bid package.
5. Provide early startup / use of equipment included in this bid package as required by the Construction Manager for construction or building systems testing of buildings prior to final acceptance, which will not initiate the warranty period until the filing notice of completion.
6. Any holes through materials to allow installation of utilities not called for in the contract documents shall be installed and reinforced by this bid package.
7. Provide all clean up and provide off-haul of own debris from site.
8. Provide all hoisting/rigging for work in this bid package.
9. See General Notes at beginning of summary of work specification section for other items.

Coordination with Other Trades

1. Provide coordination drawings for above ceiling work for work related to this bid package. Coordinate all drawings with the drawings of this bid package. Note conflicts and provide potential solutions to the architect for review. Coordination must occur prior to installation of the work. Attend all coordination meetings required to coordinate all underground and above ceiling work.
2. Coordinate all work to provide access to buildings for other trades as scheduled.
3. Coordinate layout of vertical rebar in CMU wall foundations with concrete contractor.
4. Coordinate plumbing and electrical for in-wall electrical and plumbing piping in/through CMU.
5. Coordinate ceramic tile installation with mirror locations.
6. Coordinate ADA clearances for ceramic tile and toilet partitions and accessories. Also coordinate with plumbing bid package for clearances.
7. Coordinate all embedded fences, posts in foundations at building exterior to be installed at a later time.
8. Install and coordinate block-outs at the site fencing to facilitate installation of fine grading by Earthwork Bid Package. Complete site fencing once fine grading is complete.
9. Protect survey stakes for own work and maintain until installations are complete.
10. This contractor shall confirm and coordinate all dimensions for door frames furnished and installed by this package. Procure all related information so as not to delay installations as scheduled in the project baseline schedule.
11. Coordinate with Metal Stud Framing Bid Package for backing/blocking needed at miscellaneous specialty installations.
12. Coordinate layout of OFCI items.
13. Coordinate keyways with school district and CM.

General Furnish and Install Items

1. Furnish and install all excavations, and backfill of excavations to original subgrade for work included in this bid package.
2. Furnish and install watertight closures at all gang and individual pipe penetration through exterior walls.
3. Furnish and install all coring or place sleeves for utilities through concrete/masonry.
4. Furnish and install all rough-in for all equipment of other bid packages and OFCI items as required by the related specification sections and drawings. Connect to equipment.
5. Furnish and install all roof accessories relative to this bid package's work except flashings, to be provided by the Roofing bid packages.
6. Furnish and install roof hatches complete, including safety railing and post.
7. Furnish and install Unistrut for work included in this bid package.
8. Furnish and install drilling of steel for supports for own work.
9. Furnish and install all shims necessary for plumb installation of work included in this bid package.
10. Furnish and install all sleeves for work passing through masonry and concrete work. Coordinate with respective bid packages.
11. Furnish and install all access doors.
12. Furnish and install all tv/monitor brackets as called out.
13. Furnish off-haul of all excavation spoils to point onsite as directed for work included in this bid package. Earthwork package to use spoils for completion of import materials. Provide spoils amount for this contract to earthwork bid package within 10 days of award of contract.
14. Furnish and install all attachment of all equipment related to this scope of work.
15. Provide caps/impalement protection for any impalement hazards such as concrete stakes, rebar, bolts, conduit, pipe, etc. Protection shall remain in place until impalement hazard is eliminated.

General FOB Items

1. Furnish FOB jobsite all anchor bolts that embed in concrete for installation by that packages. Provide written layout.
2. Furnish FOB all sleeves for all utilities to the concrete package for installation.
3. Furnish FOB all fence hooks and gate tracks embedded in concrete for installation by Concrete Bid Package.
4. Furnish all lead flashings, flashings, and storm collars FOB jobsite required for all roof penetrations related to this scope of work for installation by the roofer.

General Installation of FOB Items

Note. Unload, inventory, store and notify of deficiencies for all items delivered to the jobsite FOB, to be installed by this bid package:

1. None.

Masonry

Furnish and Install Items

1. Furnish and install CMU walls.
2. Furnish and install all masonry rebar. Tie to vertical lap bars embedded in foundations provided by concrete contractor. Coordinate rebar lap with concrete package prior to rebar placement in footing.
3. Furnish and install all expansion joints and sealant complete required by the contract documents in CMU.

4. Furnish and install all cutting of block to match grades at building/site walls.
5. Furnish and install all special or cut block to match details at special corners and ends of walls.
6. Remove all efflorescence from masonry prior to sealing.
7. Furnish and install coring and grouting of CMU for embedded items.

Building Insulation

Furnish and Install Items

1. Furnish and install all thermal insulation, sound insulation, draft / fire stops, and blankets. Structural Steel bid package to provide rigid insulation.

Doors & Frames, Access Doors, Coiling Counter Doors, & Door Hardware Furnish and Install Items

1. Furnish and install all Hollow Metal doors, frames, Aluminum doors and frames, louvers at doors, anchor clips, and hardware and accessories complete. Provide construction cylinders for temporary use and final keying prior to occupancy by Owner. This contract is responsible for swapping out construction cores with final cores.
2. Furnish and install all coiling doors including steel frames.
3. Furnish and install door stops and hold opens at concrete including coring and grouting.
4. Allow temporary use and provide required maintenance of openings after installation of doors and windows provided by this package.

Flooring

Furnish and Install Items

1. Furnish and install floor prep for concrete cracking, saw cut joints and construction joints. Leveling to be provided by the concrete contractor as necessary for areas out of specified concrete standards tolerance. Level concrete within tolerance as required.
2. Confirm that moisture levels of slab on grade meet manufacturer's requirements prior to installation of flooring.
3. Furnish and install all flooring except concrete sealer hardener. Protect after installation. Carpet to be OFCI.

Ceramic Tile

Furnish and Install Items

1. Furnish and install ceramic tile walls and floors including mortar bed. Concrete and wall substrate contractors shall provide surface flatness within their respective industry standards. Level concrete and wall substrate within tolerance as required for own installations.
2. Test moisture levels of slab on grade meet manufacturer's requirements prior to installation of flooring.
3. Furnish & install all grout and floor sealers for this scope of work.
4. Furnish and install all prep of cement board complete for tile installation.
5. Provide color matched caulk from wall tile to door frame.

Hydraulic Elevator

Furnish and Install Items

1. Provide review of elevator requirements for code adherence and dimensions at shop drawing stage and prior to inspection to allow any necessary corrections.
2. Coordinate onsite with other trades for rough in and backing requirements for the

- elevator.
3. Confirm size of steel is adequate for rail bracket attachment.
 4. Furnish and install all elevator piping rough-in in wall, above ceiling, and under slab.
 5. Furnish and install elevator complete including all steel required for installation not shown on steel drawings. Provide actual attachment as required.
 6. Provide early start up/use of equipment included in this bid package as required by the construction schedule for construction activities or building systems testing of buildings prior to final acceptance, which will not initiate the warranty period until the filing of notice of completion.
 7. Provide personnel for inspection and approval by State Agency.
 8. Install elevator and equipment per the contract schedule.
 9. Include 3 site visits in bid to review and coordinate installation requirements with other contractors.

Specialties

Furnish and Install Items

1. Furnish and install ceiling hatches/access doors as shown on architectural sheets.
2. Furnish and install all toilet partitions mirrors, and accessories. See specifications for items to be provided by Owner (OFCI).
3. Furnish and install Police/fire dept by-pass lock (Knox Box)
4. Furnish and install fire extinguishers and extinguisher cabinets.
5. Furnish and install bicycle lockers.
6. Furnish and install projection screens.

Equipment

Furnish and Install Items

1. Furnish and install all cantilever storage racks/ rack storage/ global industrial single sided industrial rack/described as FBC/IBC on sheet A263.
2. Furnish and install metal work counter described as FBC/IBC on sheet A263.
3. Furnish and install 1 ton trolley beam hoist as described on sheet A263.
4. Furnish and install metal work counter described as FBC/IBC on sheet A263.
5. Install Triton lift described as FBO/IBC on sheet A263. Furnished by Owner. Coordinate delivery with Owner. This package to receive, unload and store until ready for installation.
6. Install table saw described as FBO/IBC on sheet A263. Furnished by Owner. Coordinate delivery with Owner. This package to receive, unload and store until ready for installation.
7. Install EB140 Virutex described as FBO/IBC on sheet A263. Furnished by Owner. Coordinate delivery with Owner. This package to receive, unload and store until ready for installation.

Signage

Furnish and Install Items

1. Furnish and install all building signage complete.
2. Furnish and install all building aluminum letters/signage complete.

Fencing

Furnish and Install Items

1. Furnish and install excavations for fence posts.
2. Furnish and install all chain link and ornamental fence as shown.
3. Furnish and install all chain link fencing and gates inside buildings. Provide coring as

- required for foundations.
4. Furnish and install automatic gate openers including vehicle detector loops, keypad, and keypad post.
 5. Furnish and install all site fencing, gates, and hardware complete. Prep all gates as needed to accept required hardware.
 6. Furnish and install all cane bolts including drilling holes.
 7. Furnish and install gates and hardware complete at trash enclosures.
 8. Furnish and install backfill of fence post excavations to the required grade and off-haul spoils.
 9. Confirm keyway with CUSD.

Overhead Coiling Doors Furnish and Install Items

1. Furnish and install overhead coiling doors complete.

End of Bid Package

DOF-11 – Fire Sprinklers

Furnish and install all work specifically required throughout the project documents to complete the work of this bid package that specifically includes, but is not limited to the following:

Specification Sections

DIVISION 00

DIVISION 01

031512 POST INSTALLED CONCRETE ANCHORS (AS APPLIES)

078413 PENETRATION FIRESTOPPING (AS APPLIES)

079200 JOINT SEALANTS (AS APPLIES)

083113 ACCESS DOORS AND FRAMES (AS APPLIES)

210000 FIRE SPRINKLER SYSTEM

Refer to additional related specifications sections for work specifically included in this bid package noted below.

General Items

1. Any holes through materials to allow installation of utilities not called for in the contract documents shall be installed and reinforced by this bid package.
2. Provide all clean up and off-haul of own debris from site.
3. Construction water will be available at the Fire Hydrant located on site (Contractor to verify). Each Bid Package will be responsible for providing their own water meter for water consumption.
4. Provide all hoisting/rigging for work in this bid package.
5. Provide early startup / use of fire sprinkler system as required by the Construction Manager for construction or building systems testing of buildings prior to final acceptance, which will not initiate the warranty period until the filing notice of completion.
6. See General Notes at beginning of summary of work specification section for other items.

Coordination with Other Trades

1. Provide coordination drawings for above ceiling work for work related to this bid

- package. Coordinate all drawings with the drawings of this bid package. Note conflicts and provide potential solutions to the architect for review. Coordination must occur prior to installation of the work. Attend all coordination meetings required to coordinate all underground and above ceiling work.
2. Coordinate all work to provide access to buildings for other trades as scheduled. Provide a breakout schedule of where and when piping operations will be performed that has been coordinated with other activities in the schedule for other trades.
 3. Purging and testing of all building fire sprinkler utilities included in this bid package is the responsibility of this bid package. Coordinate with site utility contractor prior to connection.
 4. Coordinate hook up of electrical and low voltage wiring with related bid package.
 5. Provide location of stub for the underground contractor.
 6. Provide written layout to framing contractor prior to framing for location of all backing/blocking for own installations. Any missed layout not provided to the framing contractor shall be furnished and installed by this contractor.

Furnish and Install Items

1. Install all coring or place sleeves for utilities through concrete.
2. Furnish and install building fire sprinkler system for a complete system. Coordinate approval process from City of Clovis.
3. Furnish and install all signage/labelling required for this scope of work.
4. Furnish and install all exposed materials in a consistent and aesthetic manner.
5. Furnish and install all access doors necessary to provide access to work included in this bid package.
6. Furnish and install all attachment of all equipment related to this scope of work.
7. Furnish and install all hangers, supports, and bracing necessary for installation of work included in this bid package.
8. Furnish and install fire stopping related to this scope of work. Coordinate system with other MEP trades to comply with specifications.
9. Furnish and install complete fire sprinkler risers, from flange, at buildings. Electrical contractor to connect to electric bell and flow switch installed by this contractor.
10. Furnish and install drilling of steel or wood for supports and piping installations.

FOB Items

1. None.

Installation of FOB Items

1. None.

End of Bid Package

DOF-12 - Building Plumbing

Furnish and install all work specifically required throughout the project documents to complete the work of this bid package that specifically includes, but is not limited to the following:

Specification Sections

DIVISION 00

DIVISION 01

031512 POST INSTALLED CONCRETE ANCHORS (AS APPLIES)

078413 PENETRATION FIRESTOPPING (AS APPLIES)

079200	JOINT SEALANTS (AS APPLIES)
083113	ACCESS DOORS AND FRAMES (AS APPLIES)
110113	OWNER FURNISHED CONTRACTOR INSTALLED EQUIPMENT (AS APPLIES)
220000	GENERAL PLUMBING PROVISIONS
220050	PLUMBING
312005	TRENCHING (AS APPLIES)
315000	EXCAVATION SUPPORT AND PROTECTION (AS APPLIES)
441113	FUGITIVE DUST CONTROL (AS APPLIES)
No. 1	GEOTECHNICAL INVESTIGATION REPORT

Refer to additional related specifications sections for work specifically included in this bid package noted below.

General Items

1. Furnish off-haul of all excavation spoils to point onsite as directed for work included in this bid package. Earthwork package to use spoils for completion of import materials. Provide spoils amount for this contract to Earthwork bid package within 10 days of award of contract.
2. Provide dewatering for own excavations.
3. Construction water will be available at the Fire Hydrant located on site (Contractor to verify). Each Bid Package will be responsible for providing their own water meter for water consumption.
4. There will be one wash-out area for each bid package as designated by the Construction Manager. Each bid package will be responsible for removal from the site of all debris and spoils generated by each bid package.
5. Provide all backfill of excavations to original subgrade for work included in this bid package.
6. Provide early startup / use of plumbing equipment as required by the Construction Manager for construction or building systems testing of buildings prior to final acceptance, which will not initiate the warranty period until the filing notice of completion.
7. Any holes through materials to allow installation of utilities not called for in the contract documents shall be installed and reinforced by this bid package.
8. Provide all clean up and provide off hauls of own debris from site.
9. Provide all hoisting/rigging for work in this bid package.
10. See General Notes at beginning of summary of work specification section for other items.

Coordination with Other Trades

1. Provide coordination drawings for underground and above ceiling work for work related to this bid package. Coordinate all drawings with the drawings of this bid package. Note conflicts and provide potential solutions to the architect for review. Coordination must occur prior to excavation and/or installation of the work. Attend all coordination meetings required to coordinate all underground and above ceiling work.
2. Provide dimensions for structural openings through building structure.
3. Coordinate all work to provide access to buildings for other trades as scheduled. Provide a breakout schedule of where and when piping operations will be performed that has been coordinated with other activities in the schedule for other trades.
4. This bid package shall make physical connections from buildings to site utilities.

5. Cleaning and purging of all building plumbing utilities included in this bid package is the responsibility of this bid package. Coordinate with site utility contractor prior to connection.
6. Clean and disinfect all building piping. Phased construction will necessitate a specific schedule of disinfection coordinated with the packages. Create disinfection plan and coordinate with site bid package to allow for complete and maintained disinfection of the entire system until acceptance by owner.
7. Coordinate routing of plumbing to miss foundations.
8. Make adjustment and coordinate with concrete contractor for flush installation of exterior boxes for cleanouts, valves, etc.
9. Provide dimensions for wall and roof openings on structural coordination drawings.
10. Coordinate installation of roof drains with roofing contractor for watertight installation.
11. Coordinate the location of depressions, block outs, slopes, and drains with the Concrete Contractor prior to pour.
12. This contractor shall provide pour watch of own installations through building concrete slabs for every scheduled S.O.G. installation by the concrete contractor. This is mandatory.
13. Protect survey stakes for own work and maintain until installations are complete.
14. Provide written layout to framing contractor prior to framing for location of all backing/blocking for own installations. Any missed layout not provided to the framing contractor shall be furnished and installed by this contractor.
15. Provide roof penetration quantities with sizes for roofing contractor.

Furnish and Install Items

1. Furnish and install street cleaning for own scope of work as required.
2. Furnish and install building plumbing systems complete, including but not limited to:
 - a. Domestic water piping, Compressed air piping, waste/vent piping, condensate drain piping, plumbing fixtures, plumbing equipment, plumbing accessories, etc.
3. Furnish and install physical layout for all deepened foundations at utilities prior to excavation by the concrete bid package.
4. Furnish and install booster pump and associated piping.
5. Furnish and install compressed air lines including associated valves, filters, regulators, lubricators, etc.
6. Furnish and install suspended hose reels. This includes fabrication and installation of steel brackets.
7. Furnish and install any steel angle/rod/support bracket/seismic bracing/channel necessary for installation of plumbing equipment not called out on structural drawings.
8. Furnish and install 2 compartment sink shown on equipment schedule on sheet A263
9. Furnish and install all sleeves in foundations prior to the installation of concrete and reinforcing steel. Coordinate location with other related bid packages prior to excavation.
10. Furnish and install all coring or place sleeves for utilities through masonry and concrete.
11. Furnish and install all excavations and backfill of excavations to original subgrade for work included in this bid package. Certify grades have been returned to original grade when work is complete.
12. Furnish and install all concrete required for installation of thrust blocks for all work related to this bid package.
13. Furnish, install, and maintain protection of work included in this bid package from damage and intrusion of dirt and / or debris into the building piping systems for the length of the project per the SWPPP. Protection shall allow use, as directed by the Construction Manager, of the plumbing utility systems during construction for

- construction and testing operations without the start of the warranty period until the notice of completion for the project.
14. Furnish, install, and connect all building utilities to 5' from building or noted POC unless otherwise noted in this bid package.
 15. Furnish and install all flues associated with own work.
 16. Furnish and install watertight closures at all gang and individual pipe penetration through exterior walls for own work.
 17. Furnish and install water heater brackets and platforms complete.
 18. Furnish and install all hangers, supports and bracing necessary for installation of work included in this bid package.
 19. Furnish and install all attachments of all equipment related to this scope of work.
 20. Furnish and install any/all seismic bracing required for work included in this bid package.
 21. Furnish and install backing for all plumbing fixtures. Steel plates only, no wood/metal.
 22. Furnish and install drilling of steel or wood for supports and piping installations.
 23. Furnish and install disinfection of all building plumbing related to this bid package. Coordinate a disinfection plan with other bid packages to assure a clean system at acceptance.
 24. Furnish and install all roof accessories relative to this bid package's work.
 25. Furnish and install all rough-in for all equipment of other bid packages as required by the related specification sections and drawings. Connect to equipment.
 26. Furnish and install all required utilities for Owner Furnished Equipment, capped and ready for connection. Connections to be made by this bid package.
 27. Furnish and install all signage/labelling required for this scope of work.
 28. Furnish and install all building drinking fountains and associated backing (guard rails by others).
 29. Furnish and install all toilet and sink sensors and wiring complete to hook up of power. Conduit is by Electrical Bid Package.
 30. Furnish and install clean outs shown on plumbing drawings.
 31. Furnish and install sealant at overflow drains.
 32. Furnish and install fire stopping related to this scope of work. Coordinate system with other MEP trades to comply with specifications.
 33. Furnish and install all access doors necessary to provide access to work included in this bid package.
 34. Furnish and install condensate drains. Connect condensate drain to unit pump provided by HVAC contractor and extend in attic to drain.
 35. Furnish and install escutcheon covers, rings, etc. at all floor, wall, and ceiling penetrations for plumbing lines and /or fixtures. All floor gaps, holes around lines at penetrations shall be sealed and caulked as per health dept. requirements.
 36. Furnish and install sealant and backer material, pipe jackets, escutcheons for own piping penetrations through walls.
 37. Furnish and install emergency eye wash/shower.
 38. Furnish and install ice machines compete.
 39. Provide testing of drains at completion of project.
 40. Provide caps/impalement protection for any impalement hazards such as concrete stakes, rebar, bolts, conduit, pipe, etc. Protection shall remain in place until impalement hazard is eliminated.

FOB Items

1. Furnish FOB jobsite all anchor bolts and templates that embed in concrete or masonry for installation by those packages. Provide written layout.

Installation of FOB Items

Note. Unload, inventory, store and notify of deficiencies for all items delivered to the jobsite FOB, to be installed by this bid package:

1. None.

End of Bid Package

DOF-13 - Mechanical

Furnish and install all work specifically required throughout the project documents to complete the work of this bid package that specifically includes, but is not limited to the following:

Specification Sections

DIVISION 00

DIVISION 01

- 031512 POST INSTALLED CONCRETE ANCHORS (AS APPLIES)
- 078413 PENETRATION FIRESTOPPING (AS APPLIES)
- 079200 JOINT SEALANTS (AS APPLIES)
- 083113 ACCESS DOORS AND FRAMES (AS APPLIES)
- 110113 OWNER FURNISHED CONTRACTOR INSTALLED EQUIPMENT (AS APPLIES)
- 230100 GENERAL MECHANICAL PROVISIONS
- 230500 COMMON WORK RESULTS FOR HVAC
- 230513 COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT
- 230529 HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT
- 230548 VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT..
- 230553 IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT
- 230593 TESTING, ADJUSTING, AND BALANCING FOR HVAC
- 230700 HVAC INSULATION
- 230800 COMMISSIONING OF HVAC
- 232300 REFRIGERANT PIPING
- 233113 METAL DUCTS
- 233300 AIR DUCT ACCESSORIES
- 233423 HVAC POWER VENTILATORS
- 233723 HVAC GRAVITY VENTILATORS
- 235143 DUST COLLECTION SYSTEMS
- 237200 AIR-TO-AIR ENERGY RECOVERY EQUIPMENT
- 237433 OUTDOOR, EVAPORATIVE COOLING MAKEUP-AIR UNITS
- 238126 SPLIT-SYSTEM AIR-CONDITIONERS
- 238150 VARIABLE REFRIGERANT FLOW AIR-CONDITIONERS
- 238323 RADIANT-HEATING ELECTRIC PANELS
- 255000 ENERGY MANAGEMENT AND TEMPERATURE CONTROL SYSTEM
- 312005 TRENCHING
- 315000 EXCAVATION SUPPORT AND PROTECTION
- 441113 FUGITIVE DUST CONTROL (AS APPLIES)
- No. 1 GEOTECHNICAL INVESTIGATION REPORT

Refer to additional related specifications sections for work specifically included in this bid

package noted below.

General Items

1. Provide early startup and maintenance of HVAC equipment as required by the Construction Manager for acclimatization of buildings prior to final acceptance, which will not initiate the warranty period until the filing notice of completion.
2. Any holes through materials to allow installation of utilities not called for in the contract documents shall be installed and reinforced by this bid package.
3. Provide all clean up and off-haul of own debris from site.
4. Construction water will be available at the Fire Hydrant located on site (Contractor to verify). Each Bid Package will be responsible for providing their own water meter for water consumption.
5. Provide all hoisting/rigging for work in this bid package.
6. See General Notes at beginning of summary of work specification section for other items.

Coordination with Other Trades

1. Provide coordination drawings for underground and above ceiling work for work related to this bid package. Coordinate all drawings with the drawings of this bid package. Note conflicts and provide potential solutions to the architect for review. Coordination must occur prior to excavation and/or installation of the work. Attend all coordination meetings required to coordinate all underground and above ceiling work.
2. Provide dimensions for structural openings on framing coordination drawings.
3. Provide physical layout of systems through walls & ceilings/roof for block out by framing contractor.
4. Provide all necessary openings and/or connection points for EMS and fire alarm wiring and devices.
5. Concrete housekeeping and equipment pads will be furnished and installed by the concrete bid package. Provide dimensions for pads.
6. Provide written layout to framing contractor prior to framing for location of all backing/blocking for own installations. Any missed layout not provided to the framing contractor shall be furnished and installed by this contractor.
7. Provide crane access plan and duration of construction to stop during setting the roof top equipment.
8. Provide quantities of roof penetration jacks with sizes for roofing contractor.
9. Provide pre/post commissioning plan for review and acceptance by Owner and CM prior to initiating any commissioning activities.

Furnish and Install Items

1. Furnish and install all HVAC equipment, EMS, ductwork, duct insulation, refrigerant piping, piping, and pipe insulation, fixtures, accessories, controls, and air balance for a complete heating and air conditioning system.
2. Furnish and install all access doors necessary to provide access to work included in this bid package.
3. Furnish and install all attachment of all equipment related to this scope of work.
4. Furnish and install all hangers, supports and bracing necessary for installation of work included in this bid package.
5. Furnish and install any/all seismic bracing required for work included in this bid package.
6. Furnish and install all underground ductwork including excavation, sand, vapor barrier, and backfill.

7. Furnish and install all roof curbs with proper height and slope for the roofing system. Coordinate with Metal Building Package. Verify heights with shop drawings prior to fabrication.
8. Furnish and install all roof accessories and/or curbs/platforms/stands/supports/steel backing/bolts/angles (pre-manufactured for all mechanical equipment provided under this bid package).
9. Furnish and install all rough-in for all equipment of other bid packages as required by the related specification sections and drawings. Connect and or stub as described.
10. Furnish and install HVAC Controls and/or EMS system complete including conduit and wiring unless specifically called for on electrical drawings.
11. Furnish and install drilling of structure for installation of own supports and piping installations.
12. Furnish and install fire stopping related to this scope of work. Coordinate system with other MEP trades to comply with specifications.
13. Furnish and install all flues associated with own work.
14. Furnish and install steel brackets to support radiant heaters per 16/M800 and sim.
15. Furnish and install any steel angle/rod/support bracket/seismic bracing/channel necessary for installation of mechanical equipment not called out on structural drawings.
16. Furnish and install all signage, labelling, and lettering called for in the contract documents related to work of this bid package.
17. Furnish and install mechanical unit relays for connection by electrical contractor.
18. Provide start-up and run equipment for acclimation of buildings without effecting official start date of Warranty period upon Owner acceptance of project. Protect all openings to the duct system during this time with filters at all return air openings. Provide final equipment washdown upon completion of dust-generating construction activities.
19. Provide two (2) changes of filters, at all filter locations, for construction dust during construction prior to installation of final filters.
20. Furnish and install dust collector system complete. Foundation to be by concrete package. Final attachment/anchoring to be by this package.
21. Furnish and install wall mount MERV 14 telescopic fan per equipment schedule on sheet A263.
22. Furnish and install Unistrut/posts required for duct installation at dust collector.
23. Provide pre & post functional testing/commissioning of the HVAC system per specifications. Provide plan to Owner/CM for approval prior to starting any commissioning activities.
24. Provide complete air balance for the HVAC System per specifications.

FOB Items

1. Provide mechanical unit relays for connection by electrical contractor.

Installation of FOB Items

1. None.

End of Bid Package

DOF-14 – Electrical & Site Electrical

Furnish and install all work specifically required throughout the project documents to complete the work of this bid package that specifically includes, but is not limited to the following:

Specification Sections

DIVISION 00

DIVISION 01

031512 POST INSTALLED CONCRETE ANCHORS (AS APPLIES)
078413 PENETRATION FIRESTOPPING (AS APPLIES)
079200 JOINT SEALANTS (AS APPLIES)
083113 ACCESS DOORS AND FRAMES (AS APPLIES)
110113 OWNER FURNISHED CONTRACTOR INSTALLED EQUIPMENT (AS APPLIES)
115213 PROJECTION SCREENS
260000 SUMMARY OF ELECTRICAL WORK
260100 GENERAL CONDITIONS FOR ELECTRICAL WORK
260500 BASIC ELECTRICAL MATERIALS AND METHODS
260526 GROUNDING
261340 CABLE TRAYS
262213 DRY-TYPE TRANSFORMERS (600 V AND LESS)
262413 SWITCHBOARDS
262416 PANELBOARDS
265113 LIGHTING
266100 LIGHTING CONTROL SYSTEMS
269500 ELECTRICAL ACCEPTANCE TESTS
270000 COMMUNICATIONS GENERAL
270528 COMMUNICATIONS INFRASTRUCTURE SYSTEM
271000 STRUCTURED CABLING SYSTEM
272010 UNINTERRUPTED POWER SUPPLY
278000 VIDEO SURVEILLANCE
283100 FIRE DETECTION AND ALARM
312005 TRENCHING (AS APPLIES)
315000 EXCAVATION SUPPORT AND PROTECTION (AS APPLIES)
441113 FUGITIVE DUST CONTROL (AS APPLIES)
No. 1 GEOTECHNICAL INVESTIGATION REPORT

Refer to additional related specifications sections for work specifically included in this bid package noted below.

General Items

1. Provide dewatering for own excavations.
2. Construction water will be available at the Fire Hydrant located on site (Contractor to verify). Each Bid Package will be responsible for providing their own water meter for water consumption.
3. There will be one wash-out area for each bid package as designated by the Construction Manager. Each bid package will be responsible for removal from the site of all debris and spoils generated by each bid package.
4. Provide trenching plan and permits for excavations over 5' per OSHA requirements to the construction manager.
5. Provide use and maintenance of electrical equipment and devices as required by the construction manager for construction and testing of other equipment prior to final acceptance, which will not initiate the warranty period until filing of notice of completion.
6. Provide all clean up and off-haul of own debris from site.

7. Provide all hoisting/rigging for work in this bid package.
8. See General Notes at beginning of summary of work specification section for other items.

Coordination with Other Trades

1. Provide coordination drawings for underground and above ceiling work for work related to this bid package. Coordinate all drawings with the drawings of this bid package. Note conflicts and provide potential solutions to the architect for review. Coordination must occur prior to excavation and/or installation of the work. Attend all coordination meetings required to coordinate all underground and above ceiling work.
2. Provide shop drawings for equipment layout in electrical yards and electrical rooms to confirm that dimensions are adequate prior to rough in and pouring of foundations.
3. Light pole bases shall be excavated and installed by the Concrete Bid Package. Coordinate the installation and requirements of light pole bases with the Concrete Bid Package.
4. Coordinate all work to provide access to buildings for other trades as scheduled. Provide an underground utility schedule of where and when piping operations will be performed. Coordinate with other activities in the schedule for other trades and confirm the schedule meets the CMBS dates.
5. At conflicts with site utilities, electrical duct banks/conduits are to have the lower elevations.
6. Coordinate location of fire alarm monitoring devices for PIV/tamper switches/flow switches with site utility drawings.
7. Provide physical layout of systems through walls & ceilings/roof for block out by framing contractor. Any holes through materials to allow installation of utilities not called for in the contract documents shall be installed and reinforced by this bid package.
8. Quantify, coordinate, and provide final connections of starters for HVAC units as provided by the Mechanical Bid Package.
9. Furnish and install physical layout for all deepened foundations at utilities prior to excavation.
10. Coordinate with all underground utilities prior to excavation.
11. This contractor shall provide pour watch of own installations through building concrete slabs for every scheduled S.O.G. installation by the concrete contractor. This is mandatory.
12. Coordinate power and fire alarm connection with roll-up doors.
13. Protect survey stakes for own work and maintain until installations are complete.
14. Provide written layout to framing contractor prior to framing for location of all backing/blocking for own installations. Any missed layout not provided to the framing contractor shall be furnished and installed by this contractor.
15. Verify voltage for all equipment by others from product submittals prior to installation.
16. Coordinate UG utilities out of building's angle of repose.

Furnish and Install Items

1. Furnish and install all building and site electrical complete.
2. Furnish and install street and onsite parking lot cleaning for own scope of work as required by municipal ordinance.
3. Furnish and install firestopping for own work. Coordinate system with other MEP trades to comply with specifications.
4. Furnish and install all low voltage systems complete except for the EMS system.
5. Furnish and install pull strings / rope in all empty or future conduits.

6. Furnish and install all concrete required for installation of manholes, vaults, boxes, underground structures, work related to this bid package.
7. Furnish and install all coring and reinforcing for utilities through concrete and masonry.
8. Any holes through materials to allow installation of utilities not called for in the contract documents shall be installed and reinforced by this bid package.
9. Furnish and install all sleeves for work passing through masonry and concrete work. Coordinate with Respective bid packages.
10. Furnish and install all sleeves in foundations prior to the installation of concrete and reinforcing steel. Coordinate location with other related bid packages prior to excavation.
11. Furnish off-haul of all excavation spoils to point onsite as directed for work included in this bid package. Earthwork package to use spoils for completion of import materials. Provide spoils amount for this contract to Earthwork bid package within 10 days of award of contract.
12. Furnish and install all access doors necessary to provide access to work included in this bid package.
13. Furnish and install all attachment of all equipment related to this scope of work.
14. Provide all backfill of excavations to original subgrade for work included in this bid package.
15. Furnish and install all conduit & sleeves for future low voltage and telecommunications wiring. Install fire stopping as required.
16. Furnish and install disconnects and associated supports.
17. Furnish and install project mounts.
18. Furnish and install cord reels.
19. Furnish and install all necessary supports required for pendent light fixtures.
20. Furnish and install all supports and bracing required for electrical work except for hanger wires in suspended acoustical ceilings.
21. Furnish and install watertight closures at all gang and individual pipe penetration through exterior walls.
22. Furnish and install all signage and lettering called for in the contract documents related to work of this bid package.
23. Furnish and install all required utilities for Owner Furnished Equipment, hook up as required.
24. Furnish and install all rough-in for all equipment of other bid packages as required by the related specification sections and drawings. Connect and or stub as described.
25. Furnish and install all roof accessories relative to this bid package's work.
26. Furnish and install drilling of structure for supports and piping installations.
27. Furnish and install all roof supports for electrical.
28. Furnish, install, and remove all temp power per Site Logistics Plan. Maintain for duration of project and remove at completion of project. At project startup, provide the following:
 - a. Construction Trailers –
 - Connect to existing main switchgear (installed in Phase 1 scope of work). Install (1) 2" conduit underground from switchgear to construction trailers located in laydown yard. Install (1) 100A 3phase breaker in main switchboard and Install skid @ Construction Trailer with 480V-120/208V transformer and 200A Panel. Make connection at double wide trailers. Provide all conduit, wire, equipment necessary for a complete installation. Remove at completion of project.
 - b. Buildings A, B, C, & D –

- Connect to existing main switchgear (installed in Phase 1 scope of work). Install (1) 100A 3phase breaker in main switchboard and Install (1) 2" conduit underground from switchgear to Building A. Install skid at Building A with 480V-120/208V transformer and 200A Panel. Provide temp power cords from Building A Panel with 2 spider boxes at the first floor and 2 spider boxes at the second floor. Provide all conduit, wire, and equipment necessary for a complete installation. Remove at completion of project.
 - At Building B, C, & D, run (1) 2" conduit underground to each building from Building A panel. Provide temp power to each building:
 - Provide (1) Spider box @ Building B
 - Provide (2) Spider boxes @ Building C (one at each end)
 - Provide (2) Spider Boxes @ Building D (one at each end)
 - c. Temporary power boxes shall remain in service until completion of project or until permanent power is available at the buildings. All conduit and equipment shall be removed at completion of project.
 - d. Provide inspection, testing and maintenance of temporary power system per OSHA regulations. Provide documented inspection report to CM. Secure temporary power boxes from the end of each workday to the start of the next.
 - e. Any additional power needed beyond what is described above shall be provided by the bid package in need.
 - f. Lighting for own work areas to be provided by each package. Egress Lighting to be provided by electrical package. Locations per Electrical SOW.
29. Furnish, install, and connect power to all equipment including switches and controls.
 30. Furnish and install holes in door and window frames for own work.
 31. Furnish, install, and maintain traffic control for work included in this bid package.
 32. Furnish and install all components and wiring required to hook-up fire suppression system to fire alarm, exhaust blower, & make-up air system for interlock and shut down.
 33. Furnish and install all projectors.
 34. Pothole existing electrical and communication utilities, mark and maintain markings throughout site.
 35. Furnish and install alarm conduit, pull string, and box rough in.
 36. Provide commissioning for electrical work. Provide pre & post functional testing/commissioning of the Electrical system per specifications. Provide plan to Owner/CM for approval prior to starting any commissioning activities.
 37. Furnish and install all necessary rough in for EV charge stations.
 38. Furnish and install disconnects not provided on factory equipment installed by other bid packages.
 39. Furnish, install, and maintain egress lighting for all buildings. Lighting shall consist of strand lights down all main corridors. Lighting shall be installed at the completion of framing until all permanent lights are installed and operating.
 40. Connect "hanger wires" provided by the Acoustical Bid Package to light fixtures.
 41. Furnish and install shunt trip as required for elevator installation.
 42. Provide caps/impalement protection for any impalement hazards such as concrete stakes, rebar, bolts, conduit, pipe, etc. Protection shall remain in place until impalement hazard is eliminated.

FOB Items

1. Furnish FOB jobsite all bolt templates for use by the concrete bid package and masonry bid package.
2. Furnish FOB jobsite all anchor bolts and templates for light poles and equipment.

3. Furnish FOB all sleeves for all utilities to the concrete package for installation.

Installation of FOB Items

Note. Unload, inventory, store and notify of deficiencies for all items delivered to the jobsite FOB, to be installed by this bid package:

1. Connect relay module to mechanical unit shutdown. Relays to be provided by HVAC contractor.
2. Connect to electric fire sprinkler bell and flow switch installed by fire protection contractor at building fire risers.

End of Bid Package

DOF-15 – Landscape and Irrigation

Furnish and install all work specifically required throughout the project documents to complete the work of this bid package that specifically includes, but is not limited to the following:

Specification Sections

DIVISION 00

DIVISION 01

312005 TRENCHING

315000 EXCAVATION SUPPORT AND PROTECTION

328400 LANDSCAPE IRRIGATION SYSTEM

329000 LANDSCAPE CONSTRUCTION

441113 FUGITIVE DUST CONTROL (AS APPLIES)

No. 1 GEOTECHNICAL INVESTIGATION REPORT

Refer to additional related specifications sections for work specifically included in this bid package noted below.

General Items

1. There will be one wash-out area for each bid package as designated by the Construction Manager. Each bid package will be responsible for removal from the site of all debris and spoils generated by this bid package.
2. Construction water will be available at the Fire Hydrant located on site (Contractor to verify). Each Bid Package will be responsible for providing their own water meter for water consumption.
3. See General Notes at beginning of summary of work specification section for other items.

Coordination with Other Trades

1. Provide coordination drawings for underground work related to this bid package. Coordinate all drawings with the drawings of other bid packages. Note conflicts and provide potential solutions to the architect for review. Coordination must occur prior to excavation and/or installation of the work. Attend all coordination meetings required to coordinate all underground and above ceiling work.
2. At conflicts with electrical duct banks, electrical duct banks are to have the lower elevations.
3. Coordinate location of site utility installations with location of building structure foundations to maintain clearance outside the foundation angle of repose.

4. Coordinate with all underground utilities prior to excavation.
5. Receive grades at $\pm .10'$. Cut all additional swales required to provide proper drainage.
6. Protect survey stakes for own work and maintain until installations are complete.

Furnish and Install Items

1. Furnish and install all irrigation and landscaping complete. Include in bid, labor and material to cover replacement of mulch at planter areas directly west of Buildings B & C. Mulch thickness to match thickness required on drawings.
2. Furnish and install all irrigation sleeves on separate move-ins.
3. Furnish and install all christy boxes as required for own work.
4. Furnish and install all sleeves in masonry, concrete, and foundations prior to the installation of concrete and reinforcing steel. Coordinate location with other related bid packages prior to excavation.
5. Furnish off-haul of all excavation spoils to point onsite as directed for work included in this bid package.
6. Furnish and install all concrete, concrete collars, and pads for own work except for mow strips.
7. Furnish and install all 2x6 pressure treated header board as called for.
8. Furnish and install all splash blocks.
9. Furnish and install all thrust blocks for own work.
10. Furnish and install all bricks and washed gravel at all boxes as shown.
11. Furnish and install swales beyond that shown on civil drawings for proper drainage.
12. Provide water test of turf and planter areas prior to planting to confirm proper drainage.
13. Maintain project to be weed free until completion.
14. Provide caps/impalement protection for any impalement hazards such as concrete stakes, rebar, bolts, conduit, pipe, etc. Protection shall remain in place until impalement hazard is eliminated.

FOB Items

1. None.

Installation of FOB Items

1. None.

End of Bid Package

1.03 WORK UNDER OTHER CONTRACTS:

1. General Requirements:
 - a. Work under separate contracts will occur throughout the duration of the project. The work being installed under separate contracts will occur around adjacent to the Contract project site including offsite work.
 - b. Contractor shall be responsible for coordinating access to and from the site throughout the duration of the project. Access points to and from the site may vary, based upon timing and duration of separate contracts.
 - c. Contractor shall cooperate and coordinate all work under this Contract with all work under separate contracts.
 - d. Should the Contractor damage and/or otherwise alter work installed under separate contracts, Contractor responsible for the correction repair of work installed under separate contracts.

- e. Prior to the installation of the Work, coordinate the work installed or to be installed by separate contracts relative to own work.
2. Separate Contracts by Owner:
 - a. Construction Bid Packages, as defined above in Construction Bid Packages.
 - b. Construction Bid Packages as defined in future phases of work below in projected project phasing.
 - c. Owner Furnished Items, as defined in Specification Section – OWNER FURNISHED ITEMS.
3. Separate Contracts by Others:
 - a. Adjacent Properties:
4. Phasing is projected to be as shown on the Construction manager's Bid Schedule. However, the owner reserves the right to revise start times pending the review and award of bids.

1.04 CONTRACTOR'S DUTIES:

1. Except as specifically noted, provide, and pay for:
 - a. Labor, material, and equipment.
 - b. Tools, construction equipment and machinery.
 - c. Other facilities and services necessary for proper execution and completion of Work.
 - d. Water: See Specification Section – TEMPORARY FACILITIES AND CONTROLS.
2. Pay legally required sales, consumer and use taxes.
3. Secure and pay for all site specific, as necessary for proper execution and completion of Work, and as applicable at time of receipt of bids.
 - a. Licenses.
 - b. Permits and Fees.
 - c. Governmental Fees.
 - d. Royalties.
4. Give required notices.
5. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities which bear on performance of Work.
 - a. The Contractor shall certify in writing that no materials containing Asbestos are incorporated in the work, in accordance with the Asbestos Hazard Emergency Regulations Act.
6. Promptly submit written notice to Construction Manager of observed variance of Contract Documents from legal requirements.
 - a. Appropriate modifications to Contract Documents will adjust necessary changes.
 - b. Assume responsibility for work known to be contrary to such requirements and without written notice to Architect of observed variance.
7. Enforce strict discipline and good order among employees. Do not employ on Work:
 - a. Unfit persons.
 - b. Persons not skilled in assigned task.

1.05 CONTRACTOR USE OF PREMISES:

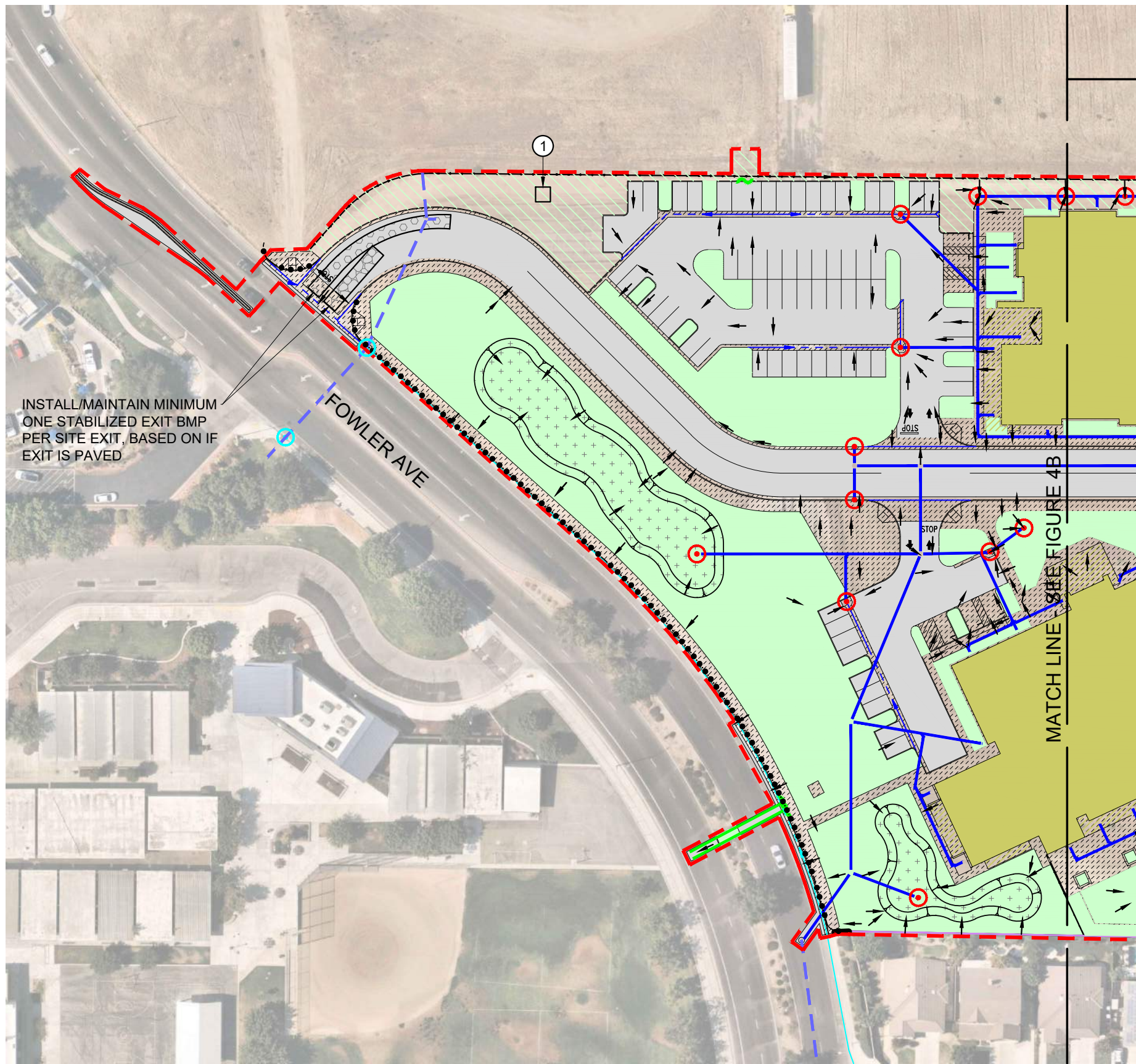
1. Confine operations at sites to areas permitted by:
 - a. Laws.
 - b. Ordinances.
 - c. Permits.

- d. Contract Documents.
- 2. Do not unreasonably encumber site with materials or equipment.
- 3. Do not load structure with weight that will endanger structure.
- 4. Assume full responsibility for protection and safekeeping of Contractor's and Owner's material stored on premises and keep the site and building secure at all times.
- 5. Obtain and pay for use of additional storage or Work areas needed for operations.
- 6. Limit use of site for Work and storage.
- 7. Prime Contractors to notify CM of all deliveries 48 hours prior.











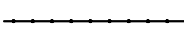

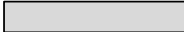
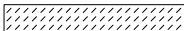


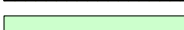
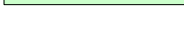


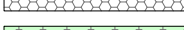
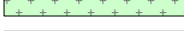
PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)










END OF SECTION

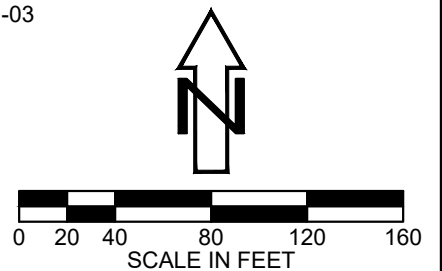


CONSTRUCTION SYMBOL LEGEND:


-  PROTECT PROPOSED DRAIN INLET PER CASQA SE-10
-  PROTECT EXISTING DRAIN INLET PER CASQA SE-10
-  SURFACE FLOW DIRECTION
-  PHASE 1 BOUNDARY
-  PHASE 2 BOUNDARY
-  LOCATION OF LINEAR SEDIMENT CONTROL BMPs. REFER TO NOTE 1 AND 2. EXACT LOCATIONS OF THE SEDIMENT CONTROL BMP'S SHALL BE COORDINATED WITH THE QSP PRIOR TO INSTALLATION OR REMOVAL.
-  EXISTING STORM DRAIN PIPELINE
-  EXISTING SWALE/DRAINAGE DITCH/FLOWLINE/GUTTER
-  PROPOSED STORM DRAIN PIPELINE
-  SWALE/DRAINAGE/DITCH/CULVERT/FLOWLINE/VALLEY GUTTER
-  PROPOSED CHAIN LINK FENCE
-  PROPOSED OFF-SITE UTILITY PIPELINE
-  PROPOSED ASPHALT CONCRETE (NON-ROOF IMPERVIOUS AREAS)
-  PROPOSED CONCRETE (NON-ROOF IMPERVIOUS AREAS)
-  PROPOSED BUILDING (ROOF IMPERVIOUS AREA)
-  PROPOSED BUILDING OVERHANG (IMPERVIOUS AREAS)
-  PROPOSED LANDSCAPING (PERVIOUS AREAS)
-  AREAS OF NON-BUILT LAND DISTURBANCE FOR FINAL STABILIZATION. DISTURBED SOIL AREAS NOT PLANNED FOR CONSTRUCTION ACTIVITIES OVER THE NEXT 14 DAYS SHALL BE STABILIZED BY USE OF EROSION CONTROL BMPs. SEE NOTE 3 ON FIGURE 1B.
-  PROPOSED AGGREGATE BASE (PERVIOUS AREA)
-  PROPOSED RETENTION BASIN (PERVIOUS AREA)
-  LOCATION OF STABILIZED CONSTRUCTION ENTRANCE/EXIT PER CASQA TC-1
-  LOCATION OF STABILIZED CONSTRUCTION ROADWAY PER CASQA TC-2

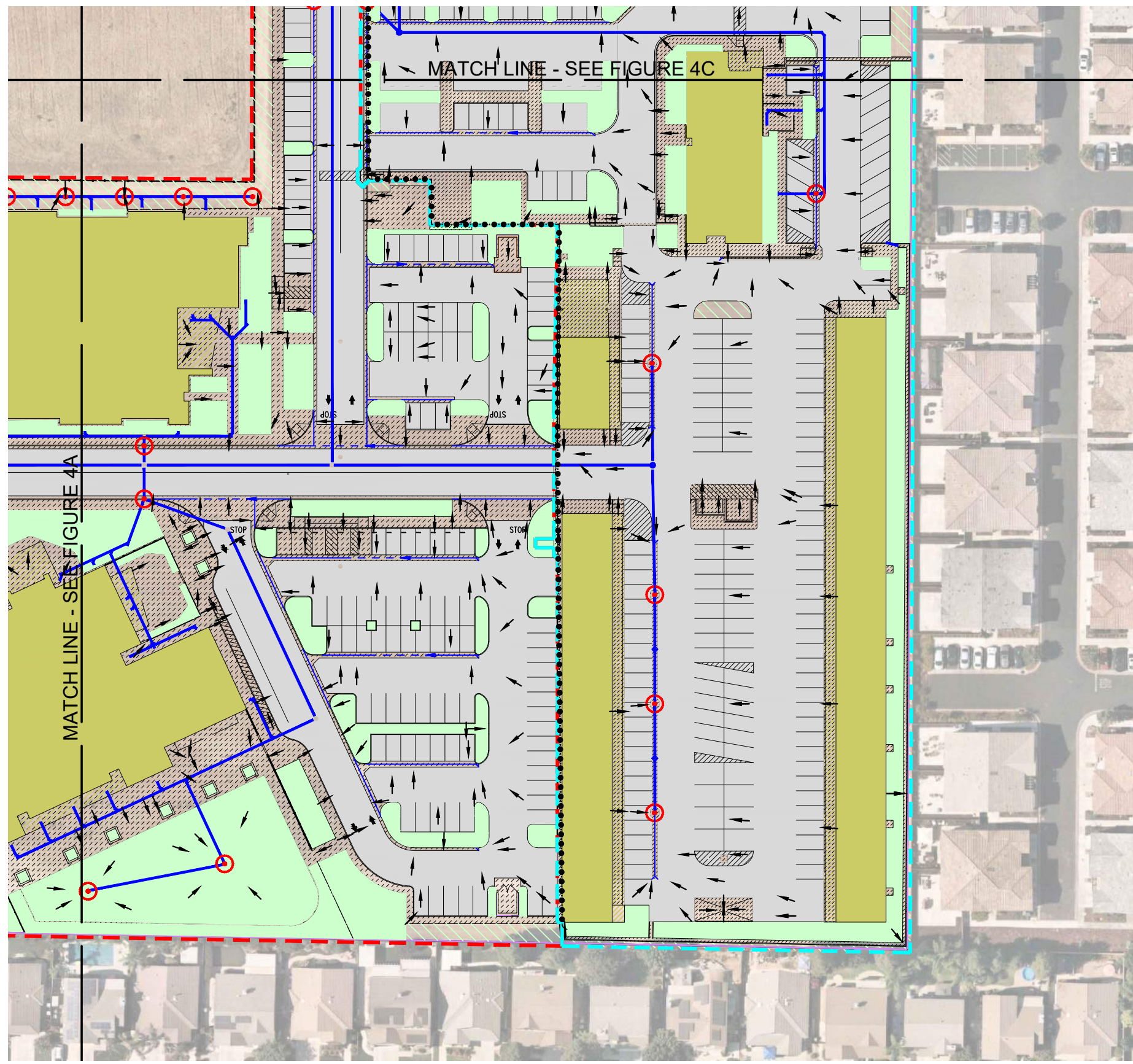
STAGING AREA ITEMS:

-  CONCRETE WASHOUT LOCATION PER CASQA WM-08
-  LOCATION OF JOB TRAILER CONTAINING SPILL KIT AND ONSITE SWPPP
-  LOCATION OF RAIN GAUGE
-  MATERIAL STORAGE LOCATION PER CASQA WM-01
-  OVERNIGHT EQUIPMENT/VEHICLE STORAGE AND MAINTENANCE PER CASQA NS-8, NS-9 AND NS-10
-  RESTROOMS AND SANITARY FACILITIES PER CASQA WM-09
-  SOLID WASTE STORAGE LOCATION PER CASQA WM-05
-  STOCKPILE STORAGE LOCATION PER CASQA WM-03
-  WATER SUPPLY LOCATION PER CASQA NS-1














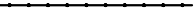



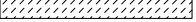






SITE LOCATION: S. OF PARKING LOT ON SE. CORNER OF FOWLER & HERNDON, CLOVIS CA 93611 | 36.83616, -119.68276 | FIGURE: 4A










	CONSULTANT Blair, Church & Flynn Consulting Engineers 481 Clovis Avenue, Suite 200 Clovis, California 93612 Tel: (509) 328-1400 Fax: (509) 328-1200	CLOVIS UNIFIED SCHOOL DISTRICT	
	STORM WATER POLLUTION PREVENTION PLAN CUSD DISTRICT OFFICE EXPANSION - PHASE 1 AND 2 CONSTRUCTION SITE MAP - ADDENDUM 2 DRAWING		DR. BY MG CH. BY GL DATE 10/23/24 SCALE: AS NOTED
			SHEET NO. 1 OF 3 SHEETS

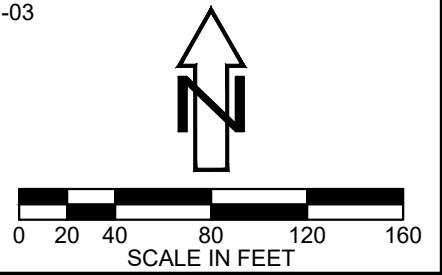


CONSTRUCTION SYMBOL LEGEND:


-  PROTECT PROPOSED DRAIN INLET PER CASQA SE-10
-  PROTECT EXISTING DRAIN INLET PER CASQA SE-10
-  SURFACE FLOW DIRECTION
-  PHASE 1 BOUNDARY
-  PHASE 2 BOUNDARY
-  LOCATION OF LINEAR SEDIMENT CONTROL BMPs. REFER TO NOTE 1 AND 2. EXACT LOCATIONS OF THE SEDIMENT CONTROL BMP'S SHALL BE COORDINATED WITH THE QSP PRIOR TO INSTALLATION OR REMOVAL.
-  EXISTING STORM DRAIN PIPELINE
-  EXISTING SWALE/DRAINAGE DITCH/FLOWLINE/GUTTER
-  PROPOSED STORM DRAIN PIPELINE
-  SWALE/DRAINAGE/DITCH/CULVERT/FLOWLINE/VALLEY GUTTER
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-  PROPOSED BUILDING (ROOF IMPERVIOUS AREA)
-  PROPOSED BUILDING OVERHANG (IMPERVIOUS AREAS)
-  PROPOSED LANDSCAPING (PERVIOUS AREAS)
-  AREAS OF NON-BUILT LAND DISTURBANCE FOR FINAL STABILIZATION. DISTURBED SOIL AREAS NOT PLANNED FOR CONSTRUCTION ACTIVITIES OVER THE NEXT 14 DAYS SHALL BE STABILIZED BY USE OF EROSION CONTROL BMPs. SEE NOTE 3 ON FIGURE 1B.
-  PROPOSED AGGREGATE BASE (PERVIOUS AREA)
-  PROPOSED RETENTION BASIN (PERVIOUS AREA)
-  LOCATION OF STABILIZED CONSTRUCTION ENTRANCE/EXIT PER CASQA TC-1
-  LOCATION OF STABILIZED CONSTRUCTION ROADWAY PER CASQA TC-2

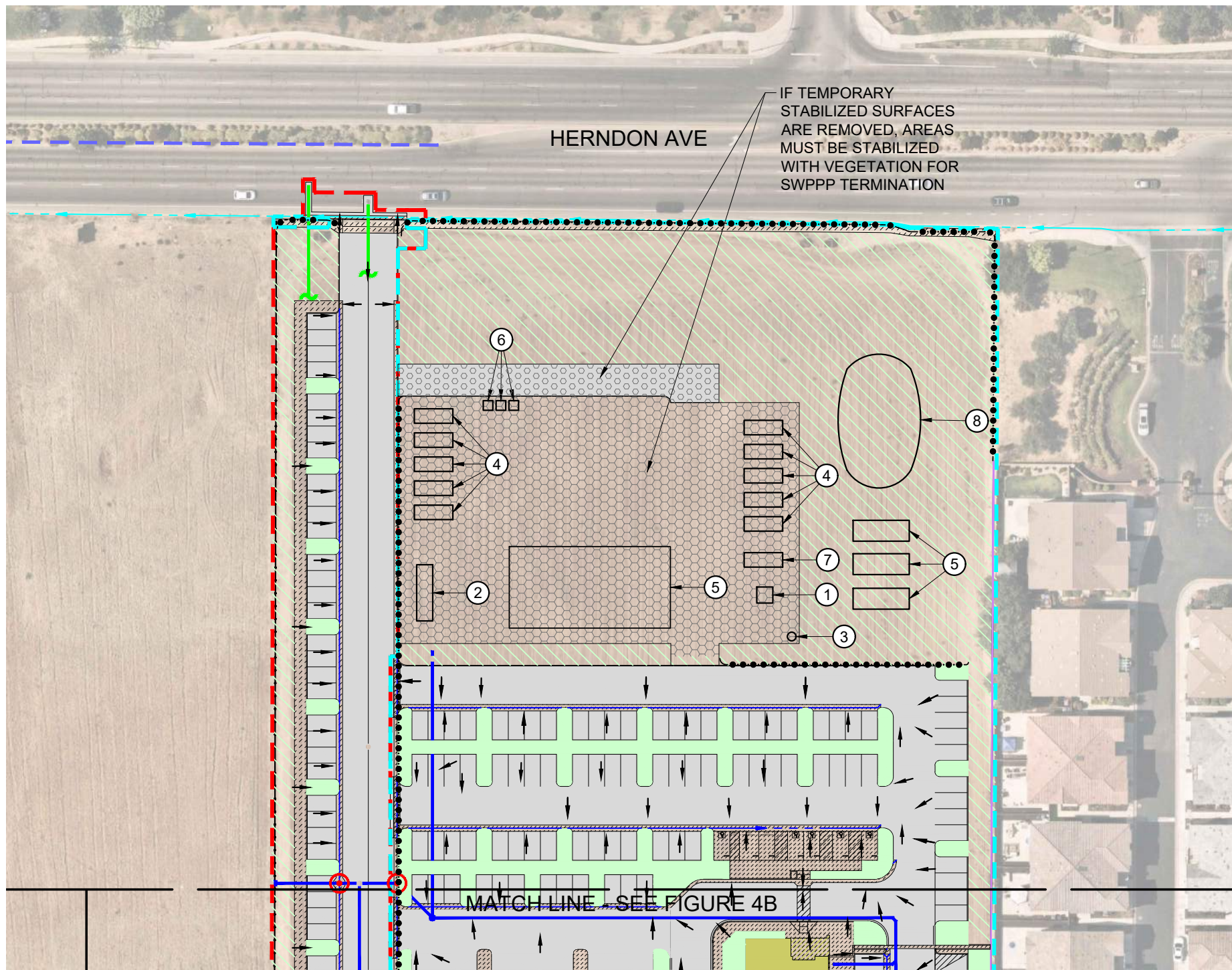
STAGING AREA ITEMS:

-  CONCRETE WASHOUT LOCATION PER CASQA WM-08
-  LOCATION OF JOB TRAILER CONTAINING SPILL KIT AND ONSITE SWPPP
-  LOCATION OF RAIN GAUGE
-  MATERIAL STORAGE LOCATION PER CASQA WM-01
-  OVERNIGHT EQUIPMENT/VEHICLE STORAGE AND MAINTENANCE PER CASQA NS-8, NS-9 AND NS-10
-  RESTROOMS AND SANITARY FACILITIES PER CASQA WM-09
-  SOLID WASTE STORAGE LOCATION PER CASQA WM-05
-  STOCKPILE STORAGE LOCATION PER CASQA WM-03
-  WATER SUPPLY LOCATION PER CASQA NS-1



SITE LOCATION: S. OF PARKING LOT ON SE. CORNER OF FOWLER & HERNDON, CLOVIS CA 93611 | 36.83616, -119.68276 | FIGURE: 4B

	CONSULTANT Blair, Church & Flynn Consulting Engineers 481 Clovis Avenue, Suite 200 Clovis, California 93612 Tel: (509) 328-1400 Fax: (509) 328-1200	CLOVIS UNIFIED SCHOOL DISTRICT	
	STORM WATER POLLUTION PREVENTION PLAN CUSD DISTRICT OFFICE EXPANSION - PHASE 1 AND 2 CONSTRUCTION SITE MAP - ADDENDUM 2 DRAWING		DR. BY MG CH. BY GL DATE 10/23/24 SCALE: AS NOTED

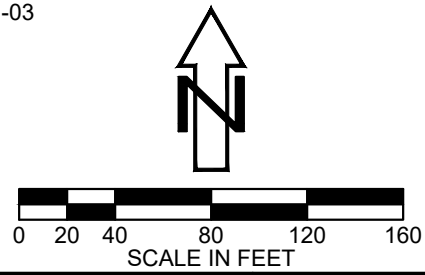


CONSTRUCTION SYMBOL LEGEND:

- PROTECT PROPOSED DRAIN INLET PER CASQA SE-10
- PROTECT EXISTING DRAIN INLET PER CASQA SE-10
- SURFACE FLOW DIRECTION
- PHASE 1 BOUNDARY
- PHASE 2 BOUNDARY
- LOCATION OF LINEAR SEDIMENT CONTROL BMPs. REFER TO NOTE 1 AND 2. EXACT LOCATIONS OF THE SEDIMENT CONTROL BMP'S SHALL BE COORDINATED WITH THE QSP PRIOR TO INSTALLATION OR REMOVAL.
- EXISTING STORM DRAIN PIPELINE
- EXISTING SWALE/DRAINAGE DITCH/FLOWLINE/GUTTER
- PROPOSED STORM DRAIN PIPELINE
- SWALE/DRAINAGE/DITCH/CULVERT/FLOWLINE/VALLEY GUTTER
- PROPOSED CHAIN LINK FENCE
- PROPOSED OFF-SITE UTILITY PIPELINE
- PROPOSED ASPHALT CONCRETE (NON-ROOF IMPERVIOUS AREAS)
- PROPOSED CONCRETE (NON-ROOF IMPERVIOUS AREAS)
- PROPOSED BUILDING (ROOF IMPERVIOUS AREA)
- PROPOSED BUILDING OVERHANG (IMPERVIOUS AREAS)
- PROPOSED LANDSCAPING (PERVIOUS AREAS)
- AREAS OF NON-BUILT LAND DISTURBANCE FOR FINAL STABILIZATION. DISTURBED SOIL AREAS NOT PLANNED FOR CONSTRUCTION ACTIVITIES OVER THE NEXT 14 DAYS SHALL BE STABILIZED BY USE OF EROSION CONTROL BMPs. SEE NOTE 3 ON FIGURE 1B.
- PROPOSED AGGREGATE BASE (PERVIOUS AREA)
- PROPOSED RETENTION BASIN (PERVIOUS AREA)
- LOCATION OF STABILIZED CONSTRUCTION ENTRANCE/EXIT PER CASQA TC-1
- LOCATION OF STABILIZED CONSTRUCTION ROADWAY PER CASQA TC-2

STAGING AREA ITEMS:

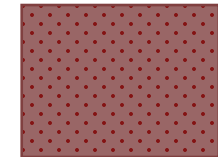




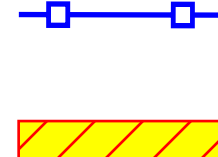


- CONCRETE WASHOUT LOCATION PER CASQA WM-08
- LOCATION OF JOB TRAILER CONTAINING SPILL KIT AND ONSITE SWPPP
- LOCATION OF RAIN GAUGE
- MATERIAL STORAGE LOCATION PER CASQA WM-01
- OVERNIGHT EQUIPMENT/VEHICLE STORAGE AND MAINTENANCE PER CASQA NS-8, NS-9 AND NS-10
- RESTROOMS AND SANITARY FACILITIES PER CASQA WM-09
- SOLID WASTE STORAGE LOCATION PER CASQA WM-05
- STOCKPILE STORAGE LOCATION PER CASQA WM-03
- WATER SUPPLY LOCATION PER CASQA NS-1



SITE LOCATION: S. OF PARKING LOT ON SE. CORNER OF FOWLER & HERNDON, CLOVIS CA 93611 | 36.83616, -119.68276 | FIGURE: 4C

	CONSULTANT Blair, Church & Flynn Consulting Engineers 481 Clovis Avenue, Suite 200 Clovis, California 93612 Tel: (509) 328-1400 Fax: (509) 328-1288	CLOVIS UNIFIED SCHOOL DISTRICT	
	STORM WATER POLLUTION PREVENTION PLAN CUSD DISTRICT OFFICE EXPANSION - PHASE 1 AND 2 CONSTRUCTION SITE MAP - ADDENDUM 2 DRAWING		DR. BY MG CH. BY GL DATE 10/23/24 SCALE: AS NOTED
			SHEET NO. 3 OF 3 SHEETS

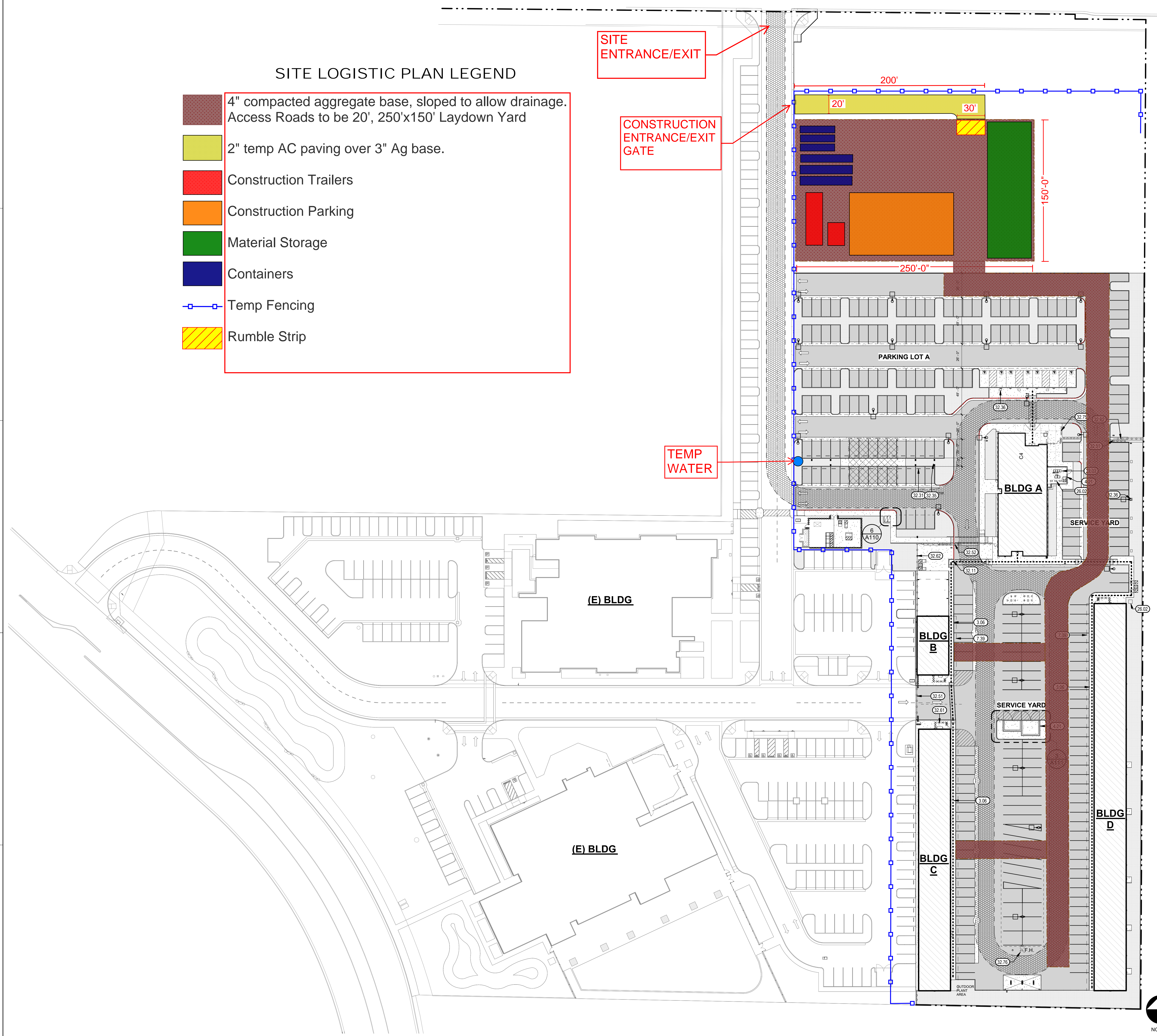
SITE LOGISTIC PLAN LEGEND

-  4" compacted aggregate base, sloped to allow drainage. Access Roads to be 20', 250'x150' Laydown Yard
-  2" temp AC paving over 3" Ag base.
-  Construction Trailers
-  Construction Parking
-  Material Storage
-  Containers
-  Temp Fencing
-  Rumble Strip

SITE ENTRANCE/EXIT

CONSTRUCTION ENTRANCE/EXIT GATE

TEMP WATER



SITE PLAN

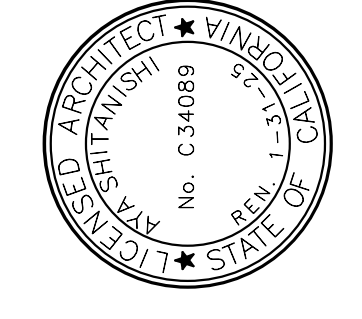
1" = 40'-0" 10

\\lar-file1\Users\cesar.salva_TETRD\Documents\12560-AS-CUSD Phase 2_BLDG A_cesar.silva

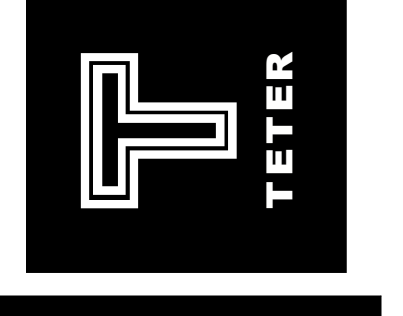
PLOT DATE: 6/5/2024 9:13:40 AM

I hereby certify that I am a duly licensed professional engineer in the State of California, and that I am the author of the design and drawings herein, or that I am a duly licensed professional engineer in the State of California, and that I am the author of the design and drawings herein, or that I am a duly licensed professional engineer in the State of California, and that I am the author of the design and drawings herein.

MARK	DATE	DESCRIPTION
	06/05/24	PLAN CHECK SUBMITTAL

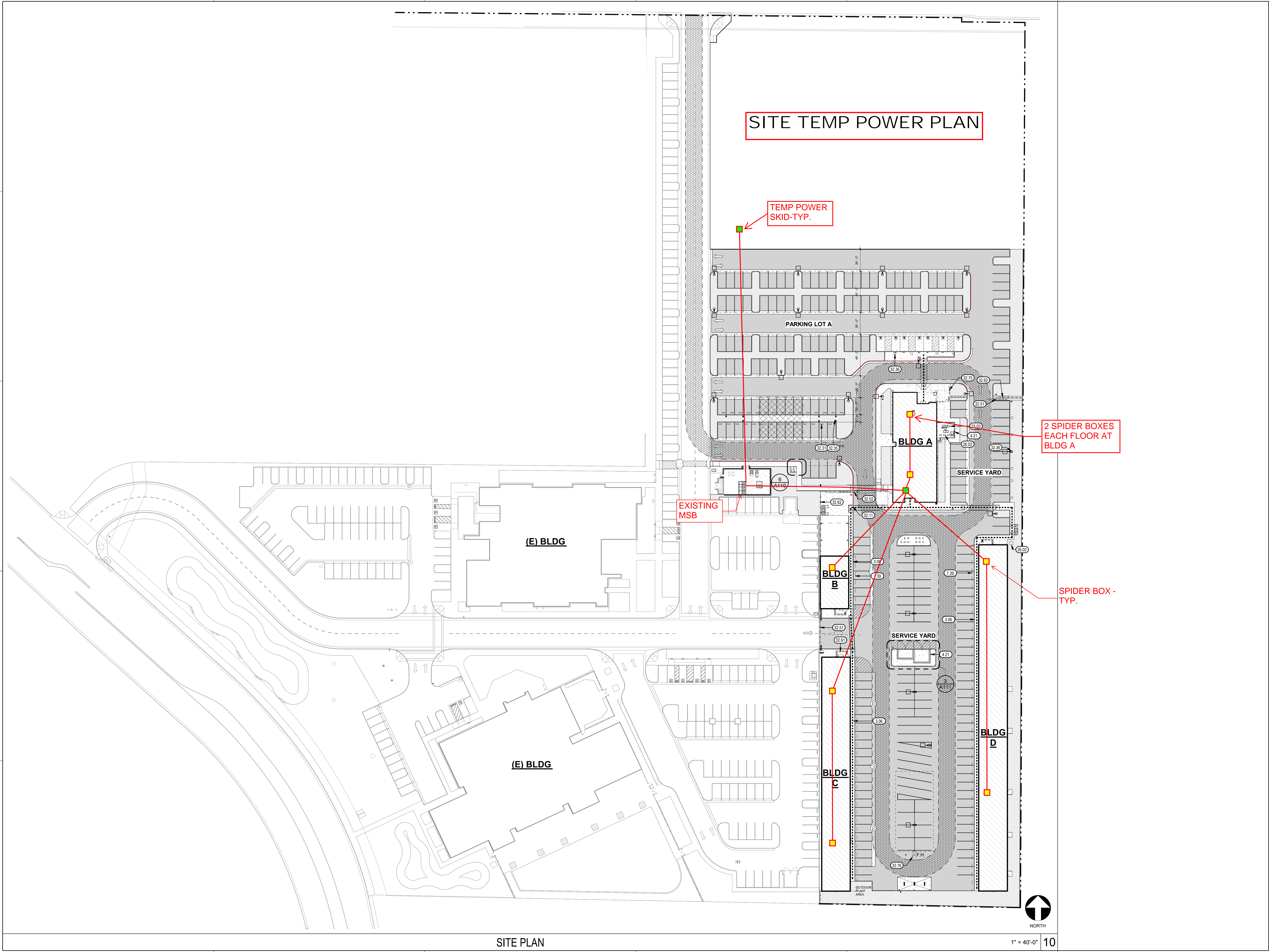


TETER, INC.
 FRESNO HEADQUARTERS
 VISALIA | BAKERSFIELD | MADERA | SAN LUIS OBISPO
 ARCHITECTS ENGINEERS CONNECTED



CUSD PLANT OPERATIONS
 DISTRICT OFFICE EXPANSION PHASE 2
 CLOVIS, CA
 DRAWING TITLE
 SITE PLAN

PROJECT NO.
 23-12560
 DRAWING
 A100



SITE PLAN

1" = 40'-0" 10

SITE TEMP POWER PLAN

TEMP POWER SKID-TYP.

EXISTING MSB

2 SPIDER BOXES EACH FLOOR AT BLDG A

SPIDER BOX - TYP.

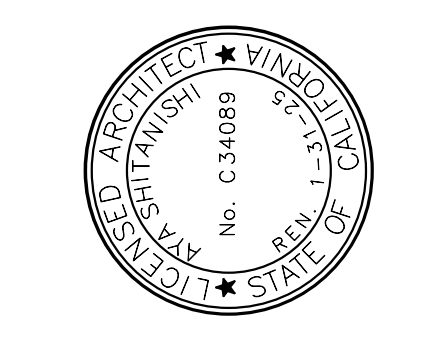
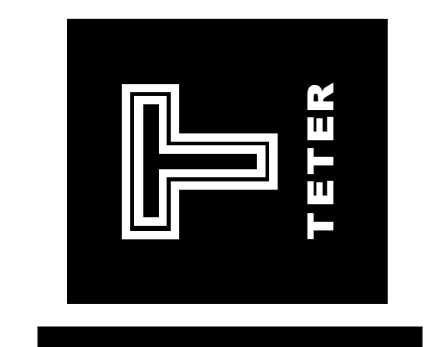
CUSD PLANT OPERATIONS DISTRICT OFFICE EXPANSION PHASE 2

PROJECT NO. 23-12560

DRAWING TITLE A100

DRAWING TITLE A100

TETER, INC. ARCHITECTS ENGINEERS CONNECTED



MARK	DATE	DESCRIPTION
	06/05/24	PLAN CHECK SUBMITTAL

THIS DOCUMENT IS THE PROPERTY OF TETER, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF TETER, INC.

ID	Task Mode	Task Name	Duration	Start	Finish	Dec	Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026		
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1	➔	CUSD DO PH 2	288 days	Mon 1/6/25	Wed 2/11/26																
2	➔	NTP	0 days	Mon 1/6/25	Mon 1/6/25																
3	➔	Mobilization	5 days	Mon 1/6/25	Fri 1/10/25																
4	➔	Procurement	165 days	Mon 1/6/25	Fri 8/22/25																
5	➔	Overhead coiling door	50 days	Mon 1/6/25	Fri 3/14/25																
6	➔	HVAC Units	100 days	Mon 1/6/25	Fri 5/23/25																
7	➔	Doors/Frames/Hardware	50 days	Mon 1/6/25	Fri 3/14/25																
8	➔	Metal Buildings	50 days	Mon 1/6/25	Fri 3/14/25																
9	➔	Elevator	165 days	Mon 1/6/25	Fri 8/22/25																
10	➔	Site	203 days	Mon 1/13/25	Wed 10/22/25																
11	➔	Site - Stake Demo Limits	1 day	Mon 1/13/25	Mon 1/13/25																
12	➔	Site - Stake Rough Grade	1 day	Mon 1/13/25	Mon 1/13/25																
13	➔	Site - Clear Grub Demo	5 days	Tue 1/14/25	Mon 1/20/25																
14	➔	Spoil Removal	10 days	Tue 1/21/25	Mon 2/3/25																
15	➔	Site - Rough Grade site	10 days	Tue 2/11/25	Mon 2/24/25																
16	➔	Site - Underground Utilities	15 days	Tue 2/25/25	Mon 3/17/25																
17	➔	Site - Underground site lighting	10 days	Tue 3/11/25	Mon 3/24/25																
18	➔	Site - Light Pole Base	15 days	Thu 3/13/25	Wed 4/2/25																
19	➔	Site - Curb/gutter	20 days	Fri 6/27/25	Thu 7/24/25																
20	➔	Site - CMU Trash enclosure	7 days	Wed 7/16/25	Thu 7/24/25																
21	➔	Site - Trash Enclosure Gates	5 days	Thu 7/17/25	Wed 7/23/25																
22	➔	Site - FH post	3 days	Thu 7/17/25	Mon 7/21/25																
23	➔	Site - Decorative Metal fence post	3 days	Fri 7/18/25	Tue 7/22/25																
24	➔	Site - Mow strip	3 days	Wed 7/23/25	Fri 7/25/25																
25	➔	Site - Concrete at Bldg A	5 days	Mon 7/28/25	Fri 8/1/25																
26	➔	Site - Concrete at Bldg B	5 days	Mon 8/4/25	Fri 8/8/25																
27	➔	Site - Concrete at Bldg C	5 days	Mon 8/11/25	Fri 8/15/25																
28	➔	Site Concrete at Bldg D	5 days	Mon 8/18/25	Fri 8/22/25																
29	➔	Site - Irrigation	10 days	Mon 8/25/25	Fri 9/5/25																
30	➔	Site - Ag Base Parking lot	5 days	Mon 9/8/25	Fri 9/12/25																
31	➔	Site - Valley Gutter	5 days	Mon 9/15/25	Fri 9/19/25																
32	➔	Site - Heavy Duty Concrete	2 days	Mon 9/22/25	Tue 9/23/25																
33	➔	Site - Asphalt Paving	2 days	Wed 9/24/25	Thu 9/25/25																
34	➔	Site - Keypad access control	2 days	Fri 9/26/25	Mon 9/29/25																
35	➔	Site - Decorative Metal Panels	2 days	Fri 9/26/25	Mon 9/29/25																
36	➔	Site - Landscape	7 days	Tue 9/30/25	Wed 10/8/25																
37	➔	Site - Signage	2 days	Tue 9/30/25	Wed 10/1/25																
38	➔	Site - Bike Rack	1 day	Thu 10/2/25	Thu 10/2/25																
39	➔	Site - Stripping/ Wheel stop	2 days	Thu 10/2/25	Fri 10/3/25																
40	➔	Site - Punchlist	10 days	Thu 10/9/25	Wed 10/22/25																

Project: CUSD DO Exp. Ph2 Bid
Date: Fri 10/25/24

Task Milestone

Summary

ID	Task Mode	Task Name	Duration	Start	Finish	Gantt Chart																	
						Dec	Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026				
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar			
160	➔	Bldg B - R.I. Fire Sprinkler Riser	3 days	Wed 1/29/25	Fri 1/31/25																		
161	➔	Bldg B - Layout and dig footings	3 days	Thu 2/6/25	Mon 2/10/25																		
162	➔	Bldg B - Elec/Plmg Sleeves	1 day	Tue 2/11/25	Tue 2/11/25																		
163	➔	Bldg B - Footing Rebar	3 days	Wed 2/12/25	Fri 2/14/25																		
164	➔	Bldg B - install column templates/ embeds	3 days	Mon 2/24/25	Wed 2/26/25																		
165	➔	Bldg B - Survey Bolts	1 day	Thu 2/27/25	Thu 2/27/25																		
166	➔	Bldg B - Place Footings	1 day	Fri 2/28/25	Fri 2/28/25																		
167	➔	Bldg B - Strip forms and templates	2 days	Mon 3/3/25	Tue 3/4/25																		
168	➔	Bldg B - Set Edge forms/sill bolts	2 days	Wed 3/5/25	Thu 3/6/25																		
169	➔	Bldg B - U'slab plumbing	3 days	Wed 3/5/25	Fri 3/7/25																		
170	➔	Bldg B - U'slab Electrical	5 days	Fri 3/7/25	Thu 3/13/25																		
171	➔	Bldg B - Slab prep.	5 days	Fri 3/14/25	Thu 3/20/25																		
172	➔	Bldg B - Place S.O.G.	1 day	Fri 3/21/25	Fri 3/21/25																		
173	➔	Bldg B - S.O.G. cure	5 days	Mon 3/24/25	Fri 3/28/25																		
174	➔	Bldg B - Metal Bldg Erection	7 days	Mon 3/31/25	Tue 4/8/25																		
175	➔	Bldg B - Gutter system	2 days	Wed 4/9/25	Thu 4/10/25																		
176	➔	Bldg B - Roof/Insulated Metal Panel System	4 days	Fri 4/11/25	Wed 4/16/25																		
177	➔	Bldg B - Access Hatch	1 day	Wed 4/16/25	Wed 4/16/25																		
178	➔	Bldg - Mechanical curbs	1 day	Wed 4/16/25	Wed 4/16/25																		
179	➔	Bldg B - Exterior Insulated Metal Panel	6 days	Thu 4/17/25	Thu 4/24/25																		
180	➔	Bldg B - Metal Stud Framing	3 days	Thu 4/17/25	Mon 4/21/25																		
181	➔	Bldg B - R.I. Fire Sprinkler	5 days	Thu 4/17/25	Wed 4/23/25																		
182	➔	Bldg B - R.I. Mechanical/controls	7 days	Thu 4/24/25	Fri 5/2/25																		
183	➔	Bldg B - Exterior Trim/ Flashing/ Coping	7 days	Fri 4/25/25	Mon 5/5/25																		
184	➔	Bldg B - Ext/Int HM Frames	1 day	Fri 4/25/25	Fri 4/25/25																		
185	➔	Bldg B - Coiling Door	3 days	Fri 4/25/25	Tue 4/29/25																		
186	➔	Bldg B - R.I. wall plumbing	2 days	Mon 5/5/25	Tue 5/6/25																		
187	➔	Bldg B - R.I. Electrical/Low Voltage/FA	7 days	Wed 5/7/25	Thu 5/15/25																		
188	➔	Bldg B - Insulation	1 day	Fri 5/16/25	Fri 5/16/25																		
189	➔	Bldg B - Drywall	2 days	Mon 5/19/25	Tue 5/20/25																		
190	➔	Bldg B - Tape and Texture	4 days	Wed 5/21/25	Mon 5/26/25																		
191	➔	Bldg B - Plywood	3 days	Tue 5/27/25	Thu 5/29/25																		
192	➔	Bldg B - Glass/Glazing	1 day	Fri 5/30/25	Fri 5/30/25																		
193	➔	Bldg B - Access Ladder	1 day	Fri 5/30/25	Fri 5/30/25																		
194	➔	Bldg B - Paint	5 days	Mon 6/2/25	Fri 6/6/25																		
195	➔	Bldg B - Set Mech units	5 days	Mon 6/9/25	Fri 6/13/25																		
196	➔	Bldg B - T-bar	2 days	Mon 6/9/25	Tue 6/10/25																		
197	➔	Bldg B - Lighting	5 days	Wed 6/11/25	Tue 6/17/25																		
198	➔	Bldg B - Mechanical Finish	4 days	Wed 6/18/25	Mon 6/23/25																		
199	➔	Bldg B - Doors/Hardware	3 days	Wed 6/18/25	Fri 6/20/25																		

Project: CUSD DO Exp. Ph2 Bid
Date: Fri 10/25/24

Task Milestone Summary

ID	Task Mode	Task Name	Duration	Start	Finish	Gantt Chart																	
						Dec	Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026				
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar			
200	→	Bldg B - Electrical/LV/FAFinish	5 days	Mon 6/23/25	Fri 6/27/25																		
201	→	Bldg B - Mech Start up/Acclimation	2 days	Mon 6/30/25	Tue 7/1/25																		
202	→	Bldg B - Floor finish	5 days	Wed 7/2/25	Tue 7/8/25																		
203	→	Bldg B - Casework/Countertops	3 days	Wed 7/9/25	Fri 7/11/25																		
204	→	Bldg B - Plumbing finish	2 days	Wed 7/9/25	Thu 7/10/25																		
205	→	Bldg B - Install Equipment	2 days	Wed 7/9/25	Thu 7/10/25																		
206	→	Bldg B - FA Test	1 day	Fri 7/11/25	Fri 7/11/25																		
207	→	Bldg B - Air balance	2 days	Mon 7/14/25	Tue 7/15/25																		
208	→	Bldg B - Final clean	1 day	Wed 7/16/25	Wed 7/16/25																		
209	→	Bldg B - Punch	10 days	Thu 7/17/25	Wed 7/30/25																		
210	→	Bldg B - Building complete	0 days	Wed 7/30/25	Wed 7/30/25																		
211	→																						
212	→	Building C	182 days	Wed 1/15/25	Thu 9/25/25																		
213	→	Bldg C - Survey bldg. corners	1 day	Wed 1/15/25	Wed 1/15/25																		
214	→	Bldg C - Over X recompact	3 days	Tue 1/28/25	Thu 1/30/25																		
215	→	Bldg C - Survey building	1 day	Fri 1/31/25	Fri 1/31/25																		
216	→	Bldg C - R.I. Deep Electrical	3 days	Tue 2/4/25	Thu 2/6/25																		
217	→	Bldg C - R.I. Fire Riser	3 days	Tue 2/11/25	Thu 2/13/25																		
218	→	Bldg C - Layout and dig footings	4 days	Fri 2/14/25	Wed 2/19/25																		
219	→	Bldg C - Elec/Plmg Sleeves	2 days	Fri 2/14/25	Mon 2/17/25																		
220	→	Bldg C - Footing rebar	7 days	Tue 2/18/25	Wed 2/26/25																		
221	→	Bldg C - install templates/ embeds	5 days	Thu 2/27/25	Wed 3/5/25																		
222	→	Bldg C - Survey Bolt	1 day	Thu 3/6/25	Thu 3/6/25																		
223	→	Bldg C - Place Footings	1 day	Fri 3/7/25	Fri 3/7/25																		
224	→	Bldg C - Strip forms and templates	2 days	Mon 3/10/25	Tue 3/11/25																		
225	→	Bldg C - Set forms/sill bolts	4 days	Mon 3/10/25	Thu 3/13/25																		
226	→	Bldg C - U'slab plumbing	5 days	Wed 3/12/25	Tue 3/18/25																		
227	→	Bldg C - U'slab Electrical	7 days	Mon 3/17/25	Tue 3/25/25																		
228	→	Bldg C - Slab prep.	3 days	Wed 3/26/25	Fri 3/28/25																		
229	→	Bldg C - Rebar slab	3 days	Mon 3/31/25	Wed 4/2/25																		
230	→	Bldg C - Place/Finish slab	1 day	Thu 4/3/25	Thu 4/3/25																		
231	→	Bldg C - S.O.G. Cure	5 days	Fri 4/4/25	Thu 4/10/25																		
232	→	Bldg C - Erect Metal Bldg	10 days	Fri 4/11/25	Thu 4/24/25																		
233	→	Bldg C - Gutter system	4 days	Wed 4/23/25	Mon 4/28/25																		
234	→	Bldg C - Roof/Insulated Metal Panel System	7 days	Fri 4/25/25	Mon 5/5/25																		
235	→	Bldg C - Access Hatch	1 day	Tue 4/29/25	Tue 4/29/25																		
236	→	Bldg C - Mechanical curbs	3 days	Tue 4/29/25	Thu 5/1/25																		
237	→	Bldg C - Exterior Insulated Metal Panel	10 days	Tue 4/29/25	Mon 5/12/25																		
238	→	Bldg C - Metal Stud Framing	5 days	Tue 5/6/25	Mon 5/12/25																		
239	→	Bldg C - R.I. Fire Sprinkler	10 days	Thu 5/8/25	Wed 5/21/25																		

Project: CUSD DO Exp. Ph2 Bid
Date: Fri 10/25/24

Task  Milestone  Summary 

ID	Task Mode	Task Name	Duration	Start	Finish	Gantt Chart																	
						Dec	Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026				
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar			
240	→	Bldg C - Exterior Trim/ Flashing/ Coping	9 days	Tue 5/13/25	Fri 5/23/25																		
241	→	Bldg C - R.I. Mechanical/controls	5 days	Mon 5/19/25	Fri 5/23/25																		
242	→	Bldg C - R.I. wall plumbing	7 days	Wed 5/21/25	Thu 5/29/25																		
243	→	Bldg C - HM frames	3 days	Mon 5/26/25	Wed 5/28/25																		
244	→	Bldg C - Roll up door	4 days	Mon 5/26/25	Thu 5/29/25																		
245	→	Bldg C - R.I. Electrical/Low Voltage/FA	10 days	Fri 5/30/25	Thu 6/12/25																		
246	→	Bldg C - Ceiling Joist	3 days	Fri 6/13/25	Tue 6/17/25																		
247	→	Bldg C - Insulation	2 days	Wed 6/18/25	Thu 6/19/25																		
248	→	Bldg C - Drywall	4 days	Fri 6/20/25	Wed 6/25/25																		
249	→	Bldg C - Tape and Texture	5 days	Thu 6/26/25	Wed 7/2/25																		
250	→	Bldg C - T&G Plywood	5 days	Thu 7/3/25	Wed 7/9/25																		
251	→	Bldg C - Glass/Glazing	3 days	Thu 7/10/25	Mon 7/14/25																		
252	→	Bldg C - Access Ladder	1 day	Thu 7/10/25	Thu 7/10/25																		
253	→	Bldg C - paint	5 days	Fri 7/11/25	Thu 7/17/25																		
254	→	Bldg C - Set Mech units	7 days	Fri 7/18/25	Mon 7/28/25																		
255	→	Bldg C - T-bar	5 days	Fri 7/18/25	Thu 7/24/25																		
256	→	Bldg C - FRP	2 days	Fri 7/18/25	Mon 7/21/25																		
257	→	Bldg C - Doors/Hardware	6 days	Fri 7/18/25	Fri 7/25/25																		
258	→	Bldg C - Lighting	5 days	Fri 7/25/25	Thu 7/31/25																		
259	→	Bldg C - Mechanical Finish	3 days	Fri 8/1/25	Tue 8/5/25																		
260	→	Bldg C - Electrical/LV/FA Finish	5 days	Fri 8/1/25	Thu 8/7/25																		
261	→	Bldg C - Mech Start up/Acclimation	5 days	Fri 8/8/25	Thu 8/14/25																		
262	→	Bldg C - Floor finish	7 days	Fri 8/15/25	Mon 8/25/25																		
263	→	Bldg C - Equipment install	5 days	Tue 8/26/25	Mon 9/1/25																		
264	→	Bldg C - Casework/Countertops	5 days	Tue 8/26/25	Mon 9/1/25																		
265	→	Bldg C - Plumbing finish	3 days	Tue 9/2/25	Thu 9/4/25																		
266	→	Bldg C - Toilet Accessories	1 day	Fri 9/5/25	Fri 9/5/25																		
267	→	Bldg C - FA Test	1 day	Fri 9/5/25	Fri 9/5/25																		
268	→	Bldg C - Air balance	2 days	Mon 9/8/25	Tue 9/9/25																		
269	→	Bldg C - Finial clean	2 days	Wed 9/10/25	Thu 9/11/25																		
270	→	Bldg C - Punch	10 days	Fri 9/12/25	Thu 9/25/25																		
271	→	Bldg C - Building complete	0 days	Thu 9/25/25	Thu 9/25/25																		
272	→																						
273	→	Building D	253 days	Thu 1/16/25	Mon 1/5/26																		
274	→	Bldg D - Survey bldg. corners	1 day	Thu 1/16/25	Thu 1/16/25																		
275	→	Bldg D - Over X recompact	7 days	Fri 1/31/25	Mon 2/10/25																		
276	→	Bldg D - Survey building	1 day	Tue 2/11/25	Tue 2/11/25																		
277	→	Bldg D - R.I. Deep Electrical	3 days	Wed 2/12/25	Fri 2/14/25																		
278	→	Bldg D - R.I. Fire Sprinkler Riser	3 days	Mon 2/17/25	Wed 2/19/25																		
279	→	Bldg D - Layout and dig footings	7 days	Thu 2/20/25	Fri 2/28/25																		



Project: CUSD DO Exp. Ph2 Bid
Date: Fri 10/25/24

Task Milestone ◆ Summary

ID	Task Mode	Task Name	Duration	Start	Finish	Gantt Chart																	
						Dec	Qtr 1, 2025		Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026					
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar			
280	➔	Bldg D - Sleeves	3 days	Mon 3/3/25	Wed 3/5/25																		
281	➔	Bldg D - Place rebar	10 days	Thu 3/6/25	Wed 3/19/25																		
282	➔	Bldg D - install column templates/ embeds	8 days	Thu 3/20/25	Mon 3/31/25																		
283	➔	Bldg D - Survey Bolt	1 day	Tue 4/1/25	Tue 4/1/25																		
284	➔	Bldg D - Place Footings	1 day	Wed 4/2/25	Wed 4/2/25																		
285	➔	Bldg D - Strip forms and templates	2 days	Thu 4/3/25	Fri 4/4/25																		
286	➔	Bldg D - Set forms/sill bolts	4 days	Mon 4/7/25	Thu 4/10/25																		
287	➔	Bldg D - U'slab plumbing	10 days	Mon 4/7/25	Fri 4/18/25																		
288	➔	Bldg D - U'slab Electrical	10 days	Mon 4/21/25	Fri 5/2/25																		
289	➔	Bldg D - Slab prep.	4 days	Mon 5/5/25	Thu 5/8/25																		
290	➔	Bldg D - Rebar slab	5 days	Fri 5/9/25	Thu 5/15/25																		
291	➔	Bldg D - Place/Finish slab	2 days	Fri 5/16/25	Mon 5/19/25																		
292	➔	Bldg D - S.O.G. Cure	5 days	Tue 5/20/25	Mon 5/26/25																		
293	➔	Bldg D - Erect Metal Bldg	15 days	Tue 5/27/25	Mon 6/16/25																		
294	➔	Bldg D - Gutter system	4 days	Thu 6/12/25	Tue 6/17/25																		
295	➔	Bldg D - Roof/Insulated Metal Panel System	10 days	Fri 6/13/25	Thu 6/26/25																		
296	➔	Bldg D - Access Hatch	1 day	Fri 6/20/25	Fri 6/20/25																		
297	➔	Bldg D - Mechanical Curbs	2 days	Fri 6/20/25	Mon 6/23/25																		
298	➔	Bldg D - R.I. Fire Sprinkler	15 days	Fri 6/27/25	Thu 7/17/25																		
299	➔	Bldg D - Metal Stud Framing	10 days	Fri 7/4/25	Thu 7/17/25																		
300	➔	Bldg D - Exterior Insulated Metal Panel	15 days	Fri 6/27/25	Thu 7/17/25																		
301	➔	Bldg D - Exterior Trim/ Flashing/ Coping	5 days	Fri 7/18/25	Thu 7/24/25																		
302	➔	Bldg D - R.I. Mechanical/controls	7 days	Fri 7/18/25	Mon 7/28/25																		
303	➔	Bldg D - R.I. wall plumbing	10 days	Fri 7/18/25	Thu 7/31/25																		
304	➔	Bldg D - R.I. Electrical/Low Voltage/FA	10 days	Thu 7/24/25	Wed 8/6/25																		
305	➔	Bldg D - Roll up door	5 days	Fri 7/25/25	Thu 7/31/25																		
306	➔	Bldg D - HM frames	4 days	Fri 7/25/25	Wed 7/30/25																		
307	➔	Bldg D - Insulation	4 days	Thu 8/7/25	Tue 8/12/25																		
308	➔	Bldg D - Drywall	8 days	Wed 8/13/25	Fri 8/22/25																		
309	➔	Bldg D - Tape and Texture	12 days	Thu 8/21/25	Fri 9/5/25																		
310	➔	Bldg D - T&G Plywood	7 days	Thu 9/4/25	Fri 9/12/25																		
311	➔	Bldg D - Glass/Glazing	2 days	Mon 9/15/25	Tue 9/16/25																		
312	➔	Bldg D - Access Ladder	1 day	Mon 9/15/25	Mon 9/15/25																		
313	➔	bldg D - paint	10 days	Tue 9/16/25	Mon 9/29/25																		
314	➔	Bldg D - FRP	4 days	Tue 9/30/25	Fri 10/3/25																		
315	➔	Bldg D - Set Mech units	5 days	Tue 9/30/25	Mon 10/6/25																		
316	➔	Bldg D - T-bar	10 days	Tue 9/30/25	Mon 10/13/25																		
317	➔	Bldg D - Doors/Hardware	8 days	Tue 9/30/25	Thu 10/9/25																		
318	➔	Bldg D - Lighting	7 days	Fri 10/10/25	Mon 10/20/25																		
319	➔	Bldg D - Electrical Finish	9 days	Tue 10/21/25	Fri 10/31/25																		

Project: CUSD DO Exp. Ph2 Bid
Date: Fri 10/25/24

Task  Milestone  Summary 

ID	Task Mode	Task Name	Duration	Start	Finish	Timeline														
						Dec	Qtr 1, 2025			Qtr 2, 2025			Qtr 3, 2025			Qtr 4, 2025			Qtr 1, 2026	
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
320	→	Bldg D - Mechanical Finish	7 days	Mon 11/3/25	Tue 11/11/25															
321	→	Bldg D - Start up/Acclimate	4 days	Wed 11/12/25	Mon 11/17/25															
322	→	Bldg D - Floor finish	7 days	Tue 11/18/25	Wed 11/26/25															
323	→	Bldg D - Casework/Counter tops	5 days	Thu 11/27/25	Wed 12/3/25															
324	→	Bldg D - Equipment install	7 days	Thu 11/27/25	Fri 12/5/25															
325	→	Bldg D - Plumbing finish	7 days	Thu 12/4/25	Fri 12/12/25															
326	→	Bldg D - Toilet accessories	1 day	Mon 12/15/25	Mon 12/15/25															
327	→	Bldg D - FA Test	1 day	Mon 12/15/25	Mon 12/15/25															
328	→	Bldg D - Air balance	2 days	Tue 12/16/25	Wed 12/17/25															
329	→	Bldg D - Finial clean	3 days	Thu 12/18/25	Mon 12/22/25															
330	→	Bldg D - Punch	10 days	Tue 12/23/25	Mon 1/5/26															
331	→	Bldg D - Building complete	0 days	Mon 1/5/26	Mon 1/5/26															
332	→	Project complete	0 days	Wed 2/11/26	Wed 2/11/26															

◆ 1/5

◆ 2/11

Exhibit "I" – Insurance Requirements

Bid Number:
Project Number:
Project:
School:

1. **Overview.** California Education Code §17406 permits the governing board of a school district, without advertising for bids, to lease to any person, firm, or corporation any real property owned by the school district if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district, during the term of the lease, and provides that title to that building shall vest in the school district prior to or at the expiration of the lease. In conjunction with the approval of the Contract Documents, Clovis Unified School District (the "**District**") will enter into a site lease with Contractor, under which it will lease to the Contractor a portion of the District School site, and improvements thereon, in order for Contractor to construct improvements to this existing school site.

The District is a participant in an Owner Controlled Insurance Program (the "**OCIP**") that has been established by the Alliance of Schools for Cooperative Insurance Programs ("**ASCIP**"). In accordance with the provisions of Government Code §4420.5, Labor Code §§6300, *et seq.* and Title 8 of the California Code of Regulations, the District has elected to include the Project in the OCIP. This means that the District will provide some of the insurance policies that would normally be provided by the Contractor and its Subcontractors and Sub-Subcontractors for construction of the Project. In accordance with the District's OCIP, the District shall purchase, provide and maintain for the benefit of the Contractor, its Subcontractors and Sub-Subcontractors certain insurance as more particularly set forth in this Exhibit, and subject to the terms and conditions of this Exhibit, the Contract Documents and any addenda to the Contract Documents, for claims which arise out of the Insured Work performed by the Contractor, its Subcontractors and Sub-Subcontractors for which the Contractor, its Subcontractors and Sub-Subcontractors may be legally liable. Because the District will provide certain insurance coverage through an OCIP, the Contractor's Guaranteed Maximum Price ("**GMP**"), and its Subcontractors' base bids must be calculated to exclude all insurance costs for coverage provided by the OCIP, as described in Section 4.1 and summarized in Section 4.2 herein. Additionally, the Contractor and its Subcontractors' must meet certain insurance-related qualification criteria in order to qualify for coverage under the OCIP. The Contractor and its Subcontractors and Sub-Subcontractors must comply with all safety programs established and/or adopted by the District in connection with the OCIP and comply with all other requirements related to the OCIP.

The OCIP is more fully described in the "Insurance Manual," and the policies and endorsements ("**OCIP Coverages**"). The OCIP Coverages have precedence and supersede any conflicting provisions contained in the Contract Documents or in the Insurance Manual. In addition, District has arranged for Builder's Risk insurance. By submitting its GMP, the Contractor is deemed to have agreed and acknowledged that it has reviewed the Insurance Manual, the OCIP Coverages, and the Builder's Risk insurance. The OCIP will provide to the Enrolled Contractors/Subcontractors, as defined below, in connection with performance of the Insured

Work, the OCIP Coverages. Enrolled Contractors/Subcontractors are responsible for maintaining the insurance coverage described in Section 4.3 below and in the Insurance Manual. The OCIP does not cover Excluded Parties, defined below. Excluded Parties and parties no longer covered by the OCIP shall maintain, and shall require each of their Subcontractors and Sub-Subcontractors to obtain and maintain, the insurance coverage described in Section 4.4 below and in the Insurance Manual.

2. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract Documents.

2.1 Excluded Work. The term “Excluded Work” as used herein means Project-related work that is not conducted at the Project Site, which work is hereby excluded from coverage under the OCIP and the OCIP insurance. The District is not providing general liability or workers compensation insurance for Project-related, off-Site operations and the District is not providing automobile insurance of any kind. Enrolled Contractors/Subcontractors must purchase this insurance and must provide the District with an ACORD 25-S Certificate of Insurance indicating satisfactory evidence of (a) primary automobile insurance coverage, and (b) proof of general liability and workers compensation insurance for off-Site operations. Refer to Sections 16.12 through 16.17 below.

2.2 Excluded Parties. The term “Excluded Parties” as used herein means (1) vendors; (2) suppliers; (3) contract haulers; (4) equipment owners/operators; (5) those performing surveying services; (6) those performing soil testing; and (7) those solely loading, transporting or unloading materials, personnel, parts or equipment or any other items to, from or within the Site.

2.3 Enrolled Contractors/Subcontractors: The term “Enrolled Contractors/Subcontractors” as used herein means those Contractors, Subcontractors and Sub-Subcontractors who have submitted enrollment forms and have been accepted into the District’s OCIP as evidenced by a Certificate of Insurance for OCIP policies.

2.4 Insured Parties: The term “Insured Parties” as used herein means the District and Enrolled Contractors/Subcontractors named in one or more of the District’s OCIP policies or named in one or more Certificate of Insurance signed by a duly authorized representative of an OCIP insurer.

2.5 Insured Work: The term “Insured Work” as used herein means Work performed on the Site. Any surveying, soil testing, and solely loading, transporting or unloading of materials, personnel, parts or equipment or any other items to, from or within the Site is excluded.

2.6 OCIP Administrator: The term “OCIP Administrator” means Arthur J. Gallagher & Co. or such other company or entity as may be designated by the District. The OCIP Administrator is an independent contractor retained by the joint powers authority, ASCIP, of which the District is a Member, to administer the District’s OCIP. The OCIP Administrator is authorized and empowered to act on behalf of the District to the extent set forth herein and in the Contract Documents. The removal or replacement of the designated OCIP Administrator shall not result in adjustment of the Guaranteed Maximum Price or

contract time or otherwise affect, limit or restrict Contractor's obligations under the Contract Documents.

3. Guaranteed Maximum Price, Base Bid Insurance Costs:

3.1 Contractor and Subcontractors Must Exclude Certain Insurance Costs. The Contractor's GMP, and all Subcontractors' base bids, must exclude all insurance costs for Workers' Compensation, Employers Liability, General Liability, and Excess Liability OCIP Coverages and Builder's Risk insurance for operations conducted on-Site for all eligible Contractors, Subcontractors and Sub-Subcontractors who will perform Insured Work on the Project Site as summarized in Section 4.2 below and more fully described in the OCIP Coverages. No Subcontractor will be permitted to change the pricing included in its base bid.

4. Insurance:

4.1 OCIP Insurance Policies Establish OCIP Coverages. The OCIP Coverages and exclusions from coverage are summarized in this Exhibit, in the Insurance Manual, and other Contract Documents, and are set forth in full in their respective insurance policy forms. The summary descriptions of the OCIP Coverages in this **Exhibit I** and in the Insurance Manual are not intended to be complete or alter or amend any provision of the actual OCIP insurance policies. Enrolled Contractors/Subcontractors must review the OCIP insurance policies for actual terms and conditions. If any provision of this Exhibit, the Insurance Manual, or the Contract Documents, conflicts with the any of the OCIP insurance policies, then the OCIP insurance policies shall govern. Enrolled Contractors/Subcontractors shall be deemed to have reviewed, understood and agreed to all terms and conditions of the OCIP insurance policies, including exclusions from coverage. The OCIP insurance policies are available for inspection upon request.

4.2 Summary of OCIP Coverages Provided by District The following summary of OCIP Coverages will be provided only to eligible and Enrolled Contractors/Subcontractors during the term of initial construction ("initial construction" refers to work performed before acceptance of the completed Project and excludes warranty-related work):

4.2.1	Workers Compensation Insurance	
	In accordance with limits established by law.	Statutory Limits
4.2.2	Employers Liability Insurance:	\$1,000,000
4.2.3	Commercial General Liability Insurance (excluding Automobile Liability)	
	Per Occurrence	\$2,000,000
	Aggregate	\$4,000,000
	Products/Completed Operations Aggregate*	\$4,000,000

* 10 years Extended Products/Completed Operations Coverage commences upon acceptance of completion of the Project.

4.2.4 **Excess Liability Insurance**

Per Occurrence	\$15,000,000
Aggregate	\$15,000,000

4.2.5 **Builders Risk Insurance** Project Limits

4.3 Insurance Provided by Contractors/Subcontractors: The Contractor, all Subcontractors and Sub-Subcontractors (except Excluded Parties covered under Section 16.17) shall provide and maintain the following insurance coverages for off-Site operations, with minimum coverage amounts as set forth below:

4.3.1 **Workers Compensation Insurance**
In accordance with limits established by law. Statutory Limits

4.3.2 **Employers Liability Insurance** \$1,000,000

4.3.3 **Commercial General Liability Insurance**
Per Occurrence \$2,000,000
Aggregate \$4,000,000

4.3.4 **Automobile Liability Insurance**
Bodily Injury/Property Damage per Occurrence \$1,000,000

4.3.5 **Aircraft Liability Insurance (if applicable)**
Per Occurrence \$5,000,000
Aggregate \$5,000,000

4.4 Insurance Provided by Excluded Parties.
Pursuant to Section 16.17 the Excluded Parties shall provide and maintain the following insurance coverages, with minimum coverage amounts as set forth below:

4.4.1 **Workers Compensation Insurance**
In accordance with limits established by law. Statutory Limits

4.4.2 **Employers Liability Insurance** \$1,000,000

4.4.3 **Commercial General Liability Insurance**
Per Occurrence \$1,000,000
Aggregate \$2,000,000

4.4.4 **Automobile Liability Insurance**
Bodily Injury/Property Damage per Occurrence \$1,000,000

4.4.5 **Aircraft Liability Insurance (if applicable)**
Per Occurrence \$5,000,000
Aggregate \$5,000,000

4.5 Pollution Legal Liability Insurance.

Pursuant to Section 16.20, the Excluded Parties shall provide and maintain minimum coverage amounts as set forth below:

Per Occurrence	\$5,000,000
Aggregate	\$5,000,000

4.6 Duration and Extent of Insurance Coverage Provided by OCIP.

4.6.1 **Term and Extent of Coverage for Contractor.** Upon the District's acceptance of completion of the Project and of the work required of the Contractor under the Contract Documents, all coverage afforded to the Contractor under the OCIP will be automatically terminated without further notice or action, with the exception of a ten (10) year extension of coverage for Products and Completed Operations which commences upon acceptance of such completion of the Project. Evidence of Contractor's Non-OCIP insurance, as described in Section 16.12 must be in place before Contractor commences corrective work during the warranty period.

4.6.2 **Term and Extent of Coverage for Subcontractors.** When a Subcontractor or Sub-Subcontractor completes its punch list work, submits Form 6 as described in the Insurance Manual and the District accepts as complete the performance of the Subcontractor or Sub-subcontractor on the Project, then all coverage afforded to that Subcontractor or Sub-Subcontractor under the OCIP will be terminated without further notice or action, with the exception of a ten (10) year extension of coverage for Products and Completed Operations which commences upon completion of the Project. Evidence of Subcontractors and Sub-Subcontractors Non-OCIP insurance, as described in Section 16.13 must be in place before Subcontractors and Sub-Subcontractors commence corrective work during the warranty period.

5. Minimum Safety Requirements

5.1 Minimum Qualifications for Contractor/Subcontractor OCIP Enrollment - THESE SAFETY REQUIREMENTS CANNOT BE MODIFIED.

The following are the "Minimum Safety Requirements" for participation in OCIP:

- Workers' Compensation Experience Modification Rate ("EMR") - no more than 1.25 mean average measured over a 5-year history
- Drug Program – Pre Assignment
- 6' Fall Protection, harnesses and lanyards required if other protective means are not used.
- OSHA "Serious" Violations - No more than 5 serious violations within 5 years, with no more than 2 serious repeats in 5 years
- OSHA "Willful" Violations – NONE

- Hardhats & Safety Glasses are required at all times & other Personal Protective Equipment (PPE) required by work being conducted

5.2 Contractor’s and Subcontractors’ Minimum Safety Requirements.

The Contractor must meet the Minimum Safety Requirements. In addition, the Contractor must establish that Subcontractors, who, in the aggregate, will perform at least sixty-five percent (65%) of the work of the total GMP, inclusive of all additive alternates, but exclusive of hazardous materials abatement costs, meet or exceed the Minimum Safety Requirements.

6. Safety Program and Industrial Safety Record Requirements. Contractor and all Subcontractors and Sub-Subcontractors must submit all of the following information to the District within 48 hours after the District’s request. The District reserves the right to reject a Subcontractor or Sub-Subcontractor bid if any of that information discloses that such bidder is not eligible for OCIP insurance pursuant to criteria established by the District, the OCIP Administrator, ASCIP or the OCIP’s underwriter, Liberty Mutual Insurance Company (“**Insurance Carrier**”).

6.1 A copy of a written Injury and Illness Prevention Program (“**IIPP**”), or, if Contractor, a Subcontractor or Sub-Subcontractor does not have a written IIPP, a detailed narrative statement of the IIPP that the Contractor, Subcontractor or Sub-Subcontractor intends to use in connection with the work on the Project Site. The District requires that the Contractor modify its IIPP as necessary to establish the following warnings and fines for observed safety violations:

- First instance of specific infraction: verbal and written warning;
- Second infraction of same type: \$100 fine;
- Third infraction of same type: \$1,000 fine;
- Fourth infraction of same type: One day’s suspension from project at minimum;
- Gross safety violation: Expulsion from job Site.

6.2 A written statement identifying any and all instances during the last five (5) years in which the Contractor, or its Subcontractors or Sub-Subcontractors were convicted in a state or federal court or administrative action of a “serious violation” and/or “willful violation” of health and safety statutes, regulations, ordinances, orders or other laws. As to each such conviction, the Contractor, Subcontractor, or Sub-Subcontractor, respectively, must include a detailed description of the facts upon which such conviction was based. The Contractor, a Subcontractor or Sub-Subcontractor will be ineligible to receive OCIP insurance (and will therefore be ineligible to be awarded a contract for the Project) if, within the last five (5) years, it had (a) more than five (5) “serious” violations, (b) more than two occurrences of the same type of “serious” violation (*i.e.* more than two “serious repeat” violations) or (c) any “willful” violation.

6.3 Contractor's Worker's Compensation "Experience Modification Factor" or "Experience Modification Rate" as defined by the State of California Workers' Compensation Insurance Rating Bureau (WCIRB). Contractor will be ineligible to receive OCIP insurance (and will therefore be ineligible to be awarded a contract for the Project) if its Experience Modification Factor or Experience Modification Rate, including the rates of listed Subcontractors and Sub-Subcontractors exceeds 1.25 for a five-year mean average.

7. Additional Information. The District may request additional information from Contractor or any Subcontractor or Sub-Subcontractor to the extent such information is reasonably necessary to allow the District to determine whether Contractor, Subcontractor, or Sub-Subcontractor qualifies to receive OCIP insurance under the OCIP. If any Subcontractor or Sub-Subcontractor cannot or will not provide such information within the time requested by the District, the District may reject the bid or proposal that includes work of the project by said Subcontractor or Sub-Subcontractor as non-responsive.

8. District's Election to Substitute, Modify, or Discontinue OCIP Coverages. District reserves the right, at its option and without obligation to do so, to modify the OCIP Coverages, (however ASCIP and Arthur J. Gallagher must be notified prior to any changes), or any portion thereof, to procure alternative coverages (provided such coverage is not less than that specified in the Contract Documents), or to request Contractor or any of its Subcontractors or Sub-Subcontractors withdraw from the OCIP. Upon District's thirty (30) day prior written notice, Contractor, Subcontractors and Sub-Subcontractors, as specified by District in such notice, shall obtain and thereafter maintain during the performance of the work, Workers Compensation, Employer's Liability and General Liability OCIP Coverages and Builder's Risk insurance with limits as summarized in Subsections **4.2.1**, **4.2.2**, **4.2.3** and **4.2.5**, and with the scope summarized in Subsection **16.11** below (except that such insurance shall cover both on-Site and off-Site work) all as more fully described in the OCIP Coverages. In such event, District shall require the coverage for the price stated in the Contractor's GMP, or in the case of a Subcontractor or Subcontractor, subcontractor their actual, verifiable insurance cost at the time of contract award. This cost must be substantiated by Contractor, Subcontractor, or Sub-Subcontractor by submission of their insurance declaration page(s), man hour reports for the project, and any other information required by the District. If the District makes this election after award, the District shall increase the Guaranteed Maximum Price by change order by the pro rata amount of the substantiated premium price through evidence satisfactory to the District attributable to the remaining work to be performed by Contractor and any designated Subcontractors and Sub-Subcontractors. All insurance secured by the Contractor, Subcontractors or Sub-Subcontractors pursuant to this Article shall be in policies subject to the prior written approval of the District as to form, content, limits of liability, cost and issuing company.

9. Additional Information to be Provided by the Contractor

9.1 Provide copies of this Insurance Requirements **Exhibit I** and attachments to all Subcontractors and Sub-Subcontractors who will perform the work of the Project.

9.2 Complete and deliver to the District an insurance application in the form of "Form 2 – Insurance Application," which will be provided upon or prior to execution of the Contract Documents, providing information pertaining to Contractor. Such information includes, without limitation, the Contractor's industry classification code(s) for work on

the Project Site, the Contractor's projected payroll for the Project, and the Contractor's experience modification factor.

9.3 Cause each of the Subcontractors and Sub-Subcontractors who will perform work or provide materials or services to Contractor in connection with the Project to complete an insurance application in that same form with respect to those Subcontractors.

9.4 Provide a certificate (or certificates) of insurance evidencing that Contractor has obtained the insurance required for Enrolled Contractors/Subcontractors.

9.5 Provide a certificate (or certificates) of insurance evidencing that Contractor has the current ability to obtain insurance required for Excluded Parties.

9.6 Deliver all of the completed insurance application forms to the District.

10. Audit of Contractor's Project Payroll. The OCIP Administrator or the Insurance Carrier will conduct an audit of Contractor's Project payroll and that of its Subcontractors of every tier. This service will be provided as part of the OCIP as a means in which to segregate the portion of payroll attributable to the Project and covered by the OCIP insurance ("**OCIP Payroll**") from that of other operations not covered by the OCIP. There are two reasons for this audit. First, the Insurance Carrier is required to report this information to the Workers' Compensation Insurance Rating Bureau (WCIRB) for calculation of the "Experience Modifier" of Contractor and Subcontractors. Second, and more importantly, it provides Contractor with the necessary documentation to ensure that it will not be charged by its regular Workers' Compensation carrier for payroll generated under the OCIP.

11. Do Not Report OCIP Payroll to Regular Carriers. If you are enrolled in the OCIP, you should not report your OCIP Payroll to your regular Workers' Compensation and General Liability insurance carriers. You do not have to (and should not) report this, because the Project Site insurance premiums, relative to the OCIP insurance will be paid for by the District under the OCIP. You should not be charged premiums for the Project by your insurance carrier(s). Thus, insurance is a breakeven line item for you on this Project.

12. Monthly Payroll Report Forms. The Contractor and all Subcontractors of every tier must, on a monthly basis not later than the tenth (10th) calendar day of each month, complete and deliver to the District and OCIP Administrator a Monthly Payroll Report Form for the preceding calendar month to be provided by the OCIP Administrator upon Contractor enrollment in the OCIP.

13. Notice of Work Completion. Not later than ten (10) calendar days after the Contractor's completion of its work (as defined in the Contract Documents) on the Project, the Contractor shall prepare and deliver to the District and OCIP Administrator a "Form 4 – Notice of Work Completion" to be provided by OCIP Administrator upon Contractor enrollment in the OCIP. The Contractor shall cause each of its Subcontractors on the Project to prepare and deliver that form to the District and OCIP Administrator within ten (10) calendar days following the completion of the Subcontractor's work on the Project.

14. Drug Testing Program. The Contractor shall submit to any drug-testing and/or drug-free workplace program instituted by the District and/or OCIP Administrator in connection with the

OCIP relative to the Project. A copy of the District's current form of drug-testing/drug-free workplace program (which is subject to change without notice at the District's discretion) is included in the Contract Documents and incorporated herein by this reference. (See Attached Drug-Testing Program)

15. Professional Safety Consultant/Compliance with Safety Requirements. The OCIP Administrator will provide a professional safety consultant to oversee safety procedures on the Project. The Contractor must comply, and must cause its Subcontractors to comply, with the recommendations of that safety consultant and any state or federal OSHA requirements. The safety consultant's recommendations may exceed state or federal OSHA standards.

16. Insurance

16.1 Evidence of OCIP Coverage.

16.1.1 Evidence of Contractor's OCIP Insurance: Provided that the Contractor has supplied to the District its completed OCIP Enrollment Form within 5-days of the execution of the Contract Documents, the District shall deliver to the Contractor Certificates of Insurance evidencing the insurance coverages provided under Section 4.2 for only the Contractor prior to issuance of the Contractor's Notice to Proceed. Failure or refusal of the Contractor to timely and properly deliver its OCIP Enrollment Form may be deemed by the District to be a default of a material obligation of the Contractor, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law.

16.1.2 Evidence of Subcontractors' OCIP Insurance: At least five (5) working days prior to any Subcontractor's or Sub-Subcontractor's commencing work on the Site, the Contractor shall provide the District with an OCIP Enrollment Form completed and executed by such Subcontractor or Sub-Subcontractor. Provided that the Contractor has timely provided such OCIP Enrollment Form, the District shall deliver to the Contractor a Certificate of Insurance evidencing the insurance coverages provided under Section 4.2 for such Subcontractor or Sub-Subcontractor prior to commencement of such Subcontractor's or Sub-Subcontractor's work at the Site.

16.1.3 No Work at the Site without OCIP Insurance: Under no circumstances shall any Contractor, Subcontractor or Sub-Subcontractor eligible for coverage under the District's OCIP commence work at the Site without having submitted to the District a completed and executed OCIP Enrollment Form and without having received an OCIP Certificate of Insurance issued in the name of such Contractor, Subcontractor or Sub-Subcontractor. It is the sole responsibility of the Contractor to ensure that all Insured Contractors/Subcontractors performing Insured Work of the Project are properly and timely enrolled in the District's OCIP program. Contractor's failure or refusal concerning Contractor's obligations in this regard may be deemed by the District to be a default of a material obligation. Under no circumstances shall Contractor's failure or refusal to ensure that all Insured Contractors/Subcontractors are properly and timely enrolled in the District's OCIP result in any adjustment of the Guaranteed Maximum Price or contract time.

16.2 Maintenance of Insurance: the District shall maintain insurance as set forth in Subsections 4.2.1 through 4.2.5, inclusive, without interruption from the date of commencement of the work until the time set forth in Subsections 4.6.1 and 4.6.2. The District shall maintain Completed Operations coverage for a period of ten (10) years after acceptance of Project completion.

16.3 Substitute Insurance: If the District is unable to furnish, or after commencement of the Work elects not to furnish or to continue to furnish the insurance coverage described in Section 4.2, or any portion thereof, and upon thirty (30) days' written notice from the District to the Insured Contractors / Subcontractors, then the District may, in its sole discretion (a) procure and provide to Insured Contractors/Subcontractors at the District's expense substantially similar insurance reasonably available at such time; or (b) require the Contractor to secure and maintain all or as much of the insurance herein described as the District designates at the District's cost as provided in Section 8 above. All insurance secured by the Contractor, Subcontractors or Sub-Subcontractors pursuant to this Section shall be in policies subject to the prior written approval of the District as to form, content, limits of liability, cost and issuing company.

16.4 No Waiver of Contract Obligations: Nothing contained in this Exhibit shall be construed to relieve or limit the Contractor, Subcontractors, Sub-Subcontractors or Excluded Parties of responsibility or obligations imposed by the Contract Documents or in equity or at law, including but not limited to the extent to which the Contractor may be held legally liable for damages to persons or property. Nothing contained in this Exhibit shall be construed as the District's assumption of any responsibility for construction means, methods, techniques, sequences, procedures, safety precautions or programs for the Project, all of which remain the sole responsibility of Contractor, or for acts or omissions of the Contractor, Subcontractors, Sub-Subcontractors, Excluded Parties, or their respective agents or employees, or of any other persons performing portions of the Work.

16.5 Waivers of Subrogation: Contractor hereby waives, and shall require all Subcontractors and Sub-Subcontractors to waive, all rights against the District, its officers, agents, employees, representatives and consultants, Project Manager, Architect, CM, IOR and OCIP Administrator, and their respective agents, officers, employees and representatives, for recovery of damages to the extent those damages are covered by policies of insurance obtained pursuant to Section 4.2.

16.6 District's Right to Audit: The Contractor warrants to the District the accuracy of the information provided in connection with its participation in the District's OCIP and agrees that the District, its officers, agents, representatives, insurance carriers and OCIP Administrator may audit the records, including but not limited to payroll records and insurance records of the Contractor, Subcontractors and Sub-Subcontractors to confirm the accuracy of information provided and to evaluate the effect, if any, on insurance resulting from changes in the Work. Any such audits will be conducted during the Contractor's normal business hours at the office of the Contractor or at another mutually agreeable location. The Contractor shall maintain or cause to be maintained sufficient records as may be necessary to audit its compliance and that of Subcontractors and Sub-Subcontractors with the requirements of the OCIP.

16.7 Assignment of OCIP Refunds and Dividends: Contractor, its Subcontractors and Sub-Subcontractors, in consideration of the agreement of District to arrange insurance and pay premiums as provided by Section 4.2 for the Contractor, Subcontractors and Sub-Subcontractors, and for other good and valuable consideration, assigns to District all return premiums, premium refunds, dividends, and any monies due or to become due under the OCIP policies. Contractor shall require all Subcontractors and Sub-Subcontractors to assign to District all return premiums, premium refunds, dividends, and any monies due or to become due under the OCIP policies.

16.8 Deductible for Builder's Risk Insurance: Contractor shall be responsible for the first **Twenty-Five Thousand Dollars (\$25,000)** of each loss or damage covered by the Builder's Risk Insurance provided by the District which is caused by the Contractor or any Subcontractor or Sub-Subcontractor or for which the Contractor, Subcontractor, or Sub-Subcontractor is liable, and for all uninsured losses. No loss or damage, if any, incurred hereunder shall excuse Contractor's complete and satisfactory performance of the provisions of the Contract Documents.

16.9 Contractor Responsibility to Repair Damaged Work: Notwithstanding the provisions of this Exhibit, and until the Work is completed and accepted by the District, the Contractor shall have full and complete charge and care of and shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (including District furnished supplies, material, equipment or other items to be utilized with or incorporated in the Work) to the fullest extent of the law. The Contractor shall rebuild, repair, restore and make good losses of, and injuries or damages to, the Work or any portion thereof (including District furnished supplies, material, equipment or other items to be utilized with or incorporated in the Work) before the Work is completed and accepted. Such rebuilding, repair or restoration shall be at the Contractor's sole cost and expense; provided, however, that District will make available applicable proceeds from the Builder's Risk insurance provided under the District's OCIP.

16.10 Adjustment of OCIP Claims: The Contractor, Subcontractors, Sub-Subcontractors and Excluded Parties shall assist the District, its agents and the OCIP Administrator and provide the utmost cooperation in the adjustment of claims arising out of the operations conducted under, or in connection with, the Project and shall cooperate with the District's Insurers in claims and demands that arise out of the Work and that the Insurers are called upon to adjust or resist.

16.11 OCIP Coverages; No District Warranty: The District does not warrant or represent that the OCIP coverages constitute an insurance portfolio that adequately addresses the risks of the Contractor, Subcontractors, or Sub-Subcontractors. The Contractor, Subcontractors, and Sub-Subcontractors shall satisfy themselves as to the existence, extent, and adequacy of the OCIP coverages prior to the commencement of work under the Contract Documents.

16.12 Insurance Provided by Contractor / Subcontractors: The Contractor shall, until the Work is completed and accepted, provide and maintain insurance and shall require each Subcontractor and Sub-Subcontractor (except Excluded Parties covered under Section 16.17) to provide and maintain insurance of the type and in the limits as set forth below and in Section 4.3. Except as otherwise provided by the Builder's Risk insurance, the Non-

OCIP insurance is intended to cover employee injury, personal injury, bodily injury and property damage liability for work performed away from the Project Site and for work of the Project performed after acceptance of Project completion, including but not limited to corrective work performed during the warranty period. Such insurance may be provided in single policy or multiple policies (primary and excess), including an umbrella form and is subject to the following:

16.12.1 If one of the insureds incurs liability to any other of the Insureds, then these policies shall provide protection for each insured against which claim is or may be made, including claims by other insureds in the same manner as if separate policies had been issued to each insured.

16.12.2 Notice of occurrences or claims under the policies shall be made to the District's Representative.

(a) Workers' Compensation/Employer's Liability Insurance: The Contractor shall provide and shall require each Subcontractor and Sub-Subcontractor (except Excluded Parties covered under Section 16.17) to provide Workers' Compensation/Employer's Liability insurance in the statutory limits of the workers' compensation laws of the State of California, including Coverage B – Employers Liability, in an amount not less than that specified in Subsections 4.3.1 and 4.3.2, respectively, for Project-related operations occurring away from the Project Site and for work of the Project after acceptance of Project completion.

(b) Commercial General Liability Insurance: The Contractor shall provide and shall require each Subcontractor and Sub-Subcontractor (except Excluded Parties covered under Section 16.17) to provide Commercial General Liability insurance in a form providing coverage not less than that of an ISO Commercial General Liability coverage form (occurrence form) 1998 edition or later for all operations of the party required to furnish same, including hazards of operations (including explosion, collapse and underground coverage), elevators, independent contractors, employees as additional insureds, completed operations, with contractual liability coverage (for contracts related to the Work), personal injury liability and excess Employer's Liability, for personal injury, bodily injury and property damage arising out of the Work, for operations away from the Project Site and after acceptance of Project completion in policies of insurance with limits in an amount not less than that specified in Subsection 4.3.3.

(c) Automobile Liability Insurance: The Contractor shall provide and shall require each Subcontractor and Sub-Subcontractor (except Excluded Parties covered under Section 16.17) to provide Automobile Liability insurance covering all owned, non-owned and hired automobiles, trucks, and trailers of the Contractor, Subcontractors and Sub-Subcontractors. Such insurance shall provide coverage not less than that of the Standard Comprehensive Automobile Liability policy with limits not less than that

specified in Subsection 4.3.4 for occurrences both at and away from the Project Site.

(d) Aircraft Liability Insurance: If aircraft are used by the Contractor, Subcontractors, Sub-Subcontractors or anyone else on their behalf, such Contractor, Subcontractor, Sub-Subcontractor or other entity shall maintain or cause the operator of the aircraft to maintain aircraft public liability insurance insuring passengers and the general public against personal injury, bodily injury or property damage arising from aircraft owned, used, operated or hired in connection with the work of the Contractor, Subcontractor, Sub-Subcontractor or anyone else, with limits in an amount not less than that specified in Subsection 4.3.5.

16.13 Evidence of Contractor's Non-OCIP Insurance: Concurrently with delivery of the executed Contract Documents, Contractor shall deliver to the District Certificates of Insurance evidencing the Contractor's Non-OCIP insurance coverage required by Sections 4.3 and 16.11. Failure or refusal of the Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law. Under no circumstances shall Contractor commence work at the Site without having submitted to the District Certificates of Insurance for all Non-OCIP insurance to be provided by the Contractor. Contractor's failure to timely provide the District with all Non-OCIP Certificates of Insurance shall not result in any adjustment of the Guaranteed Maximum Price or Contract Time. The Certificates of Insurance and the insurance policies required by Sections 4.3 and 16.11 shall contain a provision that coverage afforded under such policies will not be canceled or allowed to expire without at least thirty (30) days' prior written notice to: District, District Service Center, attn: Contracts Administrator. Should any policy of insurance required under Section 4.3 be canceled and the Contractor fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from any sum then or thereafter due the Contractor under the Contract Documents. Upon District's request, the Contractor shall furnish satisfactory proof of coverage of each type of Non-OCIP insurance required by the Contract Documents, including copies of the insurance policies or renewals or replacements in form and content acceptable to the District; failure of the Contractor to comply with the District's request may be deemed to be a default of a material obligation of the Contract Documents.

16.14 Evidence of Subcontractors' Non-OCIP Insurance: Contractor shall require that every Subcontractor or Sub-Subcontractor (except Excluded Parties covered under Section 16.17) obtain and maintain the policies of insurance set forth in Section 4.3 herein. The limits of liability of such policies shall be as set forth in Section 4.3. Each of the policies of insurance obtained and maintained by a Subcontractor or Sub-Subcontractor hereunder shall conform to the requirements of Section 16.11. Upon request of the District, Contractor shall promptly deliver Certificates of Insurance evidencing that the Subcontractors and Sub-Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of Sections 4.3 and 16.11. Failure or refusal of the

Contractor to provide the District with such Certificates of Insurance may be deemed to be a material default of Contractor under the Contract Documents.

16.15 No Work at the Site without Non-OCIP Insurance: Under no circumstances shall any Contractor, Subcontractor, or Sub-Subcontractor (except Excluded Parties) commence Work at the Site without having all Non-OCIP insurance issued and in effect in accordance with the provisions of Sections 4.3 and 16.11. Contractor's failure or refusal concerning Contractor's obligations in this regard may be deemed by the District to be a default of a material obligation under the Contract Documents. Under no circumstances shall Contractor's failure or refusal in this regard result in any adjustment of the Guaranteed Maximum Price or contract time.

16.16 Contractor Insolvency: If a General Contractor or a Prime Contractor defaults on its financial obligation to the District, then it is the responsibility of the District to notify the ASCIP OCIP of the default. Before a new contractor is selected by the surety, the proposed contractor must meet the ASCIP OCIP Minimum Safety Requirements listed above before the proposed contractor can be considered for replacing the defaulted General Contractor or Prime Contractor.

16.17 Additional Insurance: Pursuant to the provisions of Government Code §4420(b) (5), nothing contained in the Contract Documents or otherwise shall prohibit the Contractor, its Subcontractors, any Sub-Subcontractor or any other entity providing or performing work of the Project from purchasing any additional insurance or coverage which he, she or it believes is necessary to protect such person or entity from any liability arising under the Contract Documents, the Project or the Work. Any such additional insurance procured by such person or entity shall be at the procuring party's sole expense.

16.18 Waivers of Subrogation: Contractor hereby waives, and shall require all Subcontractors and Sub-Subcontractors to waive, all rights against the District, its officers, agents, employees, representatives and consultants, Project Manager, Architect, IOR and OCIP Administrator, and their respective agents, officers, employees and representatives, for recovery of damages to the extent those damages are covered by policies of insurance obtained pursuant to Sections 4.3 and 4.4.

16.19 Insurance Provided by Excluded Parties: The Contractor shall require all Excluded Parties to provide and maintain insurance of the type and limits set forth below and in the Section 4.4. Such insurance shall name the parties required to secure same as insureds and shall be in a form and through issuing companies acceptable to the District. Such insurance may be provided in single policy or multiple policies (primary and excess), including an umbrella form. Such insurance shall contain a defense of suits provision and shall provide the coverages set forth in Section 4.4 under the following conditions:

- (a) Notwithstanding any inconsistent statement in the policies obtained by Contractor and/or Excluded Parties, or any endorsement or certificate attached thereto, it is agreed that the District, its officers, agents, employees and representatives, Project Manager, Architect, IOR and OCIP Administrator, and their respective officers, agents, employees and representatives, are additional insureds (for all coverages except Workers' Compensation/Employer's Liability), and that coverage is provided for all operations, uses, occupation, acts and activities

of such insureds under the Contract Documents, as may be amended or adjusted, regardless of whether liability is attributable to the insured or a combination of the insured and one or more additional insureds. The Contractor shall name, and shall require the Excluded Parties to name, the District, its officers, agents, employees and representatives, the Project Manager, Architect, IOR and OCIP Administrator, and their respective officers, agents, employees and representatives, as additional insureds under the policies required pursuant to Section 4.4. As to the insurance required by Section 16.17.2, such additional insured status shall be provided and maintained using ISO additional insured endorsement CG 20 10 (11/85 edition), or a substitute providing equivalent coverage. The additional insured status required herein as to Section 16.17.2 shall be maintained on behalf of all specified parties for a period of ten (10) years after the Work is completed and accepted. Upon the District's request, the Contractor and/or Excluded Party shall provide copies of all additional insured endorsements procured pursuant to this Section.

(b) The coverage provided by the policies obtained by Contractor and/or Excluded Parties is primary coverage and non-contributing with insurance, if any, carried by the District, its officers, agents, employees and representatives, the Project Manager, Architect, IOR or OCIP Administrator, and their respective officers, agents, employees and representatives. All such additional insured endorsements issued thereon shall be so endorsed.

(c) If one of the insureds incurs liability to any other of the insureds, then these policies shall provide protection for each insured against which claim is or may be made, including claims by other insureds in the same manner as if separate policies had been issued to each insured.

(d) Notice of occurrences or claims under the policies shall be made to the District's Representative.

16.19.1 Workers' Compensation/Employer's Liability Insurance: The Contractor shall require all Excluded Parties to provide Workers' Compensation/Employer's Liability insurance in the statutory limits of the workers' compensation laws of the State of California, including Coverage B – Employer's Liability, in an amount not less than that specified Subsections 4.4.1 and 4.4.2, respectively, covering operations of the party in connection with the Work both at and away from the Project Site.

16.19.2 Commercial General Liability Insurance: The Contractor shall require all Excluded Parties to provide Commercial General Liability Insurance in a form providing coverage not less than that of an ISO Commercial General Liability coverage form (occurrence form) 1998 edition or later for all operations of the party required to furnish same, including hazards of operations (including explosion, collapse and underground coverage), elevators, independent contractors, employees as additional insureds, products and completed operations (for ten (10) years after the Work is completed and accepted), with contractual liability coverage (for contracts related to the Work), personal injury liability and excess Employer's Liability, for personal injury, bodily injury and property damage arising out of the

Work in policies of insurance with limits in an amount not less than that specified in Subsection 4.4.3.

16.19.3 Automobile Liability Insurance: The Contractor shall require all Excluded Parties to provide Automobile Liability Insurance covering all owned, non-owned, and hired automobiles, trucks and trailers of the Excluded Parties. Such insurance shall provide coverage not less than that of the Standard Comprehensive Automobile Liability policy with limits in an amount not less than that specified in Subsection 4.4.4 for occurrences both at and away from the Project Site.

16.19.4 Aircraft Liability Insurance: If aircraft are used by an Excluded Party or anyone else on their behalf, such Excluded Party or other entity shall maintain or cause the operator of the aircraft to maintain aircraft public liability insurance insuring passengers and the general public against personal injury, bodily injury or property damage arising from aircraft owned, used, operated or hired in connection with the work of the Excluded Party or anyone else, with limits in an amount not less than that specified in Subsection 4.4.5.

16.20 Evidence of Excluded Parties' Insurance: Contractor shall require that every Excluded Party obtain and maintain the policies of insurance set forth in Sections 4.4 and 16.17.1 through 16.17.4 herein. The limits of liability of such policies shall be as set forth in Section 4.4. Each of the policies of insurance obtained and maintained by an Excluded Party hereunder shall conform to the requirements of Section 16.17. Upon request of the District, Contractor shall promptly deliver Certificates of Insurance evidencing that the Excluded Parties have obtained and maintained policies of insurance in conformity with the requirements of Section 16.17. Failure or refusal of the Contractor to provide the District with such Certificates of Insurance may be deemed to be a material default of Contractor under the Contract Documents.

16.21 No Work at the Site without Excluded Parties' Insurance: Under no circumstances shall any Excluded Party commence work at the Site without having all insurance issued and in effect in accordance with the provisions of Section 16.17. Contractor's failure or refusal concerning Contractor's obligations in this regard may be deemed by the District to be a default of a material obligation. Under no circumstances shall Contractor's failure or refusal in this regard result in any adjustment of the Guaranteed Maximum Price or contract time.

16.22 Pollution Legal Liability Insurance: Contractor (if performing or providing any hazardous waste services, abatement or otherwise, of any type or description for the Project) shall provide and maintain, and shall require any other person or entity performing such services to provide and maintain (hereinafter collectively referred to as "Hazardous Waste Contractor"), insurance covering losses caused by pollution conditions that arise from the operations, including the completed operations, of such Hazardous Waste Contractor. Such insurance shall apply to bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policies of insurance affording these coverages shall be written with limits in an amount not less than that set forth in Section 4.5. Coverage

shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants. The policies of insurance issued hereunder shall be written by an insurer acceptable to the District and shall be endorsed to include as insureds the District, its officers, agents, employees and representatives, Project Manager, Architect, CM, IOR, and OCIP Administrator, and their respective officers, agents, employees and representatives. If coverage is written on a claims-made basis, the Hazardous Waste Contractor shall warrant that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract and that continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of ten (10) years after the Work is completed and accepted. If coverage is written on an occurrence basis, the District, its officers, agents, employees and representatives, Project Manager, Architect, CM, IOR and OCIP Administrator, and their respective officers, agents, employees and representatives, shall be named as insureds on the Hazardous Waste Contractor's pollution legal liability policies for operations, including completed operations, relating to, or arising out of, Work for the Project for a period of ten (10) years after the Work is completed and accepted. At least five (5) working days' prior to any Hazardous Waste Contractor's commencing Work on the Site; Contractor shall provide the District with Certificates of Insurance evidencing the coverage required hereunder.

16.23 Contractor Obligations: Contractor agrees to comply with any and all terms and conditions of the policies of insurance provided by District and to comply with any and all claims handling procedures, loss prevention programs and other programs required by or related to the District's OCIP as set forth herein. Contractor shall require Subcontractors, Sub-Subcontractors and all others covered by the District's OCIP insurance policies to so comply. Contractor, its Subcontractors and Sub-Subcontractors shall furnish to the District, its OCIP Administrator, its designee or the insurers under the OCIP policies all information and documentation that such entity may require from time to time in connection with the issuance of policies under The Contract Documents or the administration of the OCIP in such form and substance as such entity may prescribe and promptly comply with the recommendations of the OCIP insurers. Contractor shall not violate, or knowingly permit to be violated; any conditions of the policies of insurance provided by the District hereunder and shall at all times satisfy the requirements of the insurers issuing them. Contractor shall assure that all OCIP requirements imposed upon and to be performed by the Contractor shall likewise be imposed upon, assumed, and performed by each Subcontractor and Sub-Subcontractor. If the Contractor, Subcontractors, Sub-Subcontractors or Excluded Parties should fail to comply with the requirements of this Section, the District may withhold payment due to the Contractor or suspend the work at the Contractor's sole expense and without adjustment of the Guaranteed Maximum Price or contract time until such time as the Contractor, its Subcontractors, Sub-Subcontractors and/or Excluded Parties have performed such obligations to the reasonable satisfaction of the District.

16.22 The Minimum Safety Requirements cannot be changed by the District and or by the District representatives.

How do I remove the insurance cost relating to the OCIP from my Bid? You will need to determine what you will pay for insurance for this particular project if your regular insurance carrier(s) were to provide the coverage for your work.

PROJECTED WORKER'S COMPENSATION INSURANCE COST

STEPS 1 - Determine the on-Site payroll for the job by multiplying the total estimated job hours and the prevailing wage rate.

Labor Description	Worker's Comp Class Code	Total Estimated Job Hours	Multiply by Wage Rate	Total Estimated Payroll
Masonry > \$19 hr	5028	300	\$23.05	\$6,915

STEP 2 – Multiply the Estimated Payroll by your regular Workers' Compensation Rate and Divide by 100.

Worker's Comp Class Code	Total Estimated Payroll	Rate per \$100 payroll		WC Premium
5028	6,915	20.91	a)	1,445.92
<p>STEP 3 – If you have Employer Liability on regular Work Comp policy, multiply this amount by your EL Increased Limit rate (For this example use 3.30) and divide by 100.</p> <p>$\\$1,445.92 \times 3.30 = \\$4,771.53$ $\\$4,771.53 \div 100 = \\47.71</p>			b)	47.71
Article 6 SUBTOTAL				1,493.63
<p>STEP 4 – Take the Experience Modifier Rate shown on your Work Comp policy and multiply it by the subtotal above. (For this example use 1.25)</p> <p>$\\$1,493.63 \times 1.25 = \\$1,867.03$</p>			Modified Premium	1,867.03
<p>NOTE – In addition to the above basic calculation, your existing work comp carrier may apply various credits (which reduce your Modified Premium) or debits (which increase your Modified Premium). Please contact your agent or call the OCIP Administrator (949) 349-9859 if you require assistance.</p>				

BEFORE YOU BEGIN...

If you do not already have a copy of your own Workers' Compensation & General Liability Policy, you should contact your Workers' Compensation and General Liability broker and obtain the rates and credits that apply on your existing policies.

PROJECTED GENERAL LIABILITY INSURANCE COST

STEP 5 – To determine the cost associated with General Liability coverage, you must know the rate and premium basis that your insurance carrier uses. General Liability premiums can be based on payroll, contract value, or receipts and the premium rates can be applied per 100 or per 1,000.

Class Code	Premium Basis	Rate per \$100 or per \$1000	GL Premium
97447	Estimated Payroll: \$6,915	2.98 Per 100	\$206.06
$\$6,915 \times 2.98 = \$20,606.70$ $\$20,606.70 \div 100 = \206.06			
NOTE – In addition to the above basic calculation, your existing General Liability carrier may apply various credits (which reduce your Modified Premium) or debits (which increase your Modified Premium). Please contact your agent or call the OCIP Administrator (949) 349-9859 if you require assistance.			

STEP 6 – Combine Project Workers’ Compensation Insurance Cost and General Liability Insurance Cost.

Workers’ Compensation Insurance Cost	1,867.03
General Liability Insurance Cost	206.06
TOTAL INSURANCE COST FOR OCIP PROJECT	2,073.09

STEP 7 – Estimate your costs for the job and subtract insurance cost for coverage provided by the OCIP.

Original Bid Amount	\$24,000.00
Projected Insurance Cost	-2,073.09
Adjusted Bid Amount **	\$21,926.91

If you have any question regarding the above calculations please determine the total work hours for this project and contact your insurance broker for assistance in determining your deductions. If you leave your insurance cost in the bid and your competitor removes it he/she should be the lower bidder with all factors being equal.



Insurance Cost Worksheet - FORM 1A

1. Contractor Information

Federal ID # _____

Company Name: _____
 Address: _____
 City, State, Zip: _____

2. Bid Information - see section 7 if you are subcontracting any work

Contract/Bid# _____ Scope of Work: _____
 If you are a subcontractor, who are you contracted with? _____

Contract Amt: _____
 Self Performed: _____
 Subcontracted: _____

Contract awarded on (date): _____
 This work expected to start (date): _____

3. Your contact information Please indicate the person responsible for each item below:

Contact Type	Name	Telephone#	Fax #	Email
Payroll				
Insurance				

4. Worker's Compensation Insurance Information

WC Class Code	Labor Description	Estimated Job Hours	Estimated Payroll	Rate per \$100 Payroll	WC Premium = (Payroll/100 X Rate)
Total					

Sub-Total: _____
 Employer's Liability Increased Limits Factor: _____
 Limits Premium = (Sub-Total X Increased Limits Factor): _____
 Experience Modifier: _____
 Modified Premium = (Limits Premium X Experience Modifier): _____
 State Assessment Factor: _____
 Assessment Premium = Modified Premium X State Assessment Factor: _____
 Self Ins. Cost = Loss Rate per \$100 of payroll: _____ X Estimated Payroll: _____
 Excess WC Prem = Composite Rate: _____ X Estimated Payroll: _____
 Total: _____

5. General Liability Insurance Information:

Class Code	Labor Description	Rate	Premium

Other credit or debit applied: _____
 Other credit or debit applied: _____
 Other credit or debit applied: _____

GL Rates are based on:

- ___ Payroll
- ___ Contract Value
- ___ Receipts

Rates are applied:

___ per \$100 ___ per \$1000

6. Excess Liability Information:

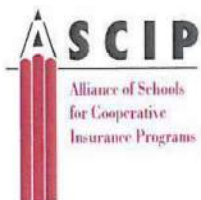
\$ _____ Premium
 Excess Premium is based on: ___ Flat Charge ___ Payroll ___ Contract Value ___ Receipts
 Rates are applied: ___ per \$100 ___ per \$1000

7. Subcontracted Work associated with this Contract:

Subcontractor Name	Contract #	Contract Amt	Contact Name	Contact Phone #

I hereby warrant that this worksheet accurately reflects the total projected insurance costs (for bidder and all subcontractors associated with this work) that would apply if my regular insurance program were to provide coverage for this work. Attached are the worksheets for the subcontractors associated with this work.

Signature: _____ Date: _____
 Printed Name: _____
 Title: _____



**ALLIANCE OF SCHOOLS FOR COOPERATIVE
INSURANCE PROGRAMS
(ASCIIP)**

**OWNER CONTROLLED INSURANCE PROGRAM
(OCIP) MANUAL**

CLOVIS UNIFIED SCHOOL DISTRICT

Site Code: tbd



PREPARED BY:

**ARTHUR J. GALLAGHER & CO. – ORANGE COUNTY
15 ENTERPRISE, SUITE 200
ALISO VIEJO, CA 92656**

CONTRACTOR INSURANCE MANUAL

ASCIP - OCIP

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I. INTRODUCTION

The District has implemented an Owner Controlled Insurance Program (OCIP) for the construction of this project. This manual was prepared by Arthur J. Gallagher & Co., who is the insurance broker and OCIP Administrator for this project. The manual is designed to identify, define, and assign responsibilities for the administration of the OCIP.

What this Manual Does:

- Generally describes the OCIP
- Identifies responsibilities of the various parties involved in the OCIP
- Describes some audit and administrative procedures
- Provides answers to basic questions about the OCIP

What this Manual Does Not Do:

- Provide coverage interpretations. The actual terms and conditions of the OCIP policy will determine coverage.
- Provide complete information about coverages
- Provide answers to specific claims questions.

Certain insurance coverages are being provided for the term of your contract at no cost to you. This manual details the coverages provided, the steps necessary to enroll, and the procedures in the event of a claim. Since the District will pay the insurance premiums for the OCIP coverages described in this manual, you should notify your insurer(s) to delete from your insurance program charges and coverage for the on-site activities of this Project that are covered under the OCIP.

Note: Insurance coverage and limits provided by the OCIP are specific to this project. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your option and expense.

The District reserves the right to terminate or modify the OCIP or any portion thereof. If the District exercises this right, Enrolled Contractors and Subcontractors of any tier will be provided notice as required by the terms of their individual contracts. At its option, the District may procure alternate coverage or may require Contractors and Subcontractors of any tier to procure and maintain alternate insurance coverage.

To enroll in the program, the "Request for Insurance" Form 2, included in this manual, must be completely filled out and returned to Arthur J. Gallagher & Co. along with the Insurance

Certificate described in Section IV, Enrollment Procedures. Coverage under the OCIP is mandatory but not automatic for all eligible Contractors. Your participation in the OCIP is not complete until you receive confirmation from the OCIP Administrator at Arthur J. Gallagher & Co.

Since your Subcontractors will also be covered by the OCIP while performing work at the project site, it is important that you provide a list of all subcontractors to the Construction Manager and Arthur J. Gallagher & Co. Once identified, your subcontractors will receive a copy of this manual.

Should you have any questions regarding the OCIP, please contact:

Heather Lawson
(800) 877-8218 ext. 2205
(866) 741-2481 Fax

Arthur J. Gallagher & Co.
National Wrap up Administration
12444 Powerscourt Drive
St. Louis, Mo. 63131

Arthur J. Gallagher & Co.
15 Enterprise, Suite 200
Aliso Viejo, CA 92656
(949) 349-9800

Kelly Hines	949-349-9831
John G. Chino	ext. 827
Bruce Beardsley	(949) 759-8355

ASCIP, the District, and Arthur J. Gallagher & Co. are committed to safety on the job site, and expect all contractors to share in this commitment.

II. COVERAGE SUMMARY

This section outlines the coverages provided for you by the OCIP. The District makes no warranty or representation that the OCIP coverages constitute an insurance portfolio, which adequately addresses all the risks faced by any particular contractor. Permission is granted by the District should you desire to supplement coverages provided by the OCIP at your sole expense.

Disclaimer: The information in this manual is intended to outline the OCIP. IF any conflict exists between this manual and the OCIP insurance policies or Contract Documents between the District and Contractor, the policies or Contract Documents will govern.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Insurance Carrier: Liberty Mutual Insurance Company

Policy Term: Date of Contract until project completion as set forth in Exhibit I

*Named Insured: ASCIP (Alliance of Schools for Cooperative Insurance Programs and any tier of contractor, subcontractor and sub-subcontractors thereof, or other entity or person while performing work at an ASCIP project and for whom the Owner has agreed by contract to provide an Owner Controlled Insurance Program).

Interest: Covering only on-site operations related to the ASCIP project.

Limits of Liability: Workers' Compensation
Statutory Benefits - Applicable States

Employers Liability: Bodily Injury by Accident \$1,000,000 Each Accident
Bodily Injury by Disease \$1,000,000 Each Employee
Bodily Injury by Disease \$1,000,000 Policy Limit

Coverage Exclusions:
Contractual liability
Punitive or exemplary damages
Injury to illegally employed persons (under certain circumstances)
Injuries covered by the workers' compensation statute or similar laws
Intentional injury
Injuries sustained outside the United States, its territories or possessions, or Canada, except with respect to citizens of the United States or Canada who are temporarily outside of these countries
Employment-related practices
Fines or penalties imposed for a violation of a federal or state law
Injuries covered under a federal compensation act
Designated Workplaces Exclusion Endorsement

* There will be a separate policy issued to each contractor or subcontractor as individual Named Insured. You will receive your policy after all the necessary forms have been completed and your enrollment has been confirmed. The OCIP Insurance Carrier will track Worker's Compensation losses associated with this project along with your payroll and will submit this information for inclusion in the calculation of your Experience Modifier.

NOTE:

This policy applies only to operations related to the project conducted at the location designated below and operations necessary or incidental thereto:

Clovis Unified School District

Coverage Extensions:

Voluntary Compensation
USL&H Coverage - If Any
Other States Coverage
Voluntary Compensation
Broad Named Insured
Knowledge of Occurrence
Unintentional Failure to Disclose Hazards
Maritime Exclusion
Notice of Occurrence
Joint Ventures as Insureds

COMMERCIAL GENERAL LIABILITY

Insurance Carrier: Liberty Mutual Insurance Company

Policy Term: From start of project until completion plus 10 years completed operations.

Named Insured: (1) Alliance of Schools for Cooperative Insurance Programs (ASCIP)

And

(2) All tiers of contractors, subcontractors and sub-subcontractors as their interests may appear, who work on the project and for whom ASCIP Member as agreed by contract to provide coverage under the Owner Controlled Insurance Program.

Interest: This policy applies only to operations related to the project conducted at the location designated below and operations necessary or incidental thereto:

Clovis Unified School District

Limits of Liability:

Primary:

\$4,000,000 General Aggregate, per project
\$4,000,000 Products/Completed Operations Aggregate
\$2,000,000 Personal Injury and Advertising Injury
\$2,000,000 Each Occurrence
\$ 100,000 Fire Damage (any one fire)
\$ 5,000 Medical Payments (each accident)

Coverage:

Products/Completed Operations - coverage to be extended for 120 months after completion of all work at project site.
Breach of Contract (Defense Costs Only) \$50,000
Crisis Intervention Coverage \$250,000
Blanket Contractual
Blanket Contractual of "X", "C", and "U" Hazards
Non-Owned Watercraft coverages
Incidental Medical Malpractice
Fellow Employee Coverage
Unintentional Failure to Disclose Hazards
Notice of Occurrence Endorsement (see Coverage Glossary)
Knowledge of Occurrence Endorsement (see Coverage Glossary)

Limitations:

This policy **does not** apply to any of the following as Insureds:

- (1) Any person or organization while fabricating or manufacturing materials away from the designated locations,
- (2) Any contractor, subcontractor, supplier, vendor, or common carrier who will have employees engaged in work at the project location who are not provided Workers' Compensation and Employer's Liability coverage under the Owner Controlled Insurance Program,
- (3) Any architect, engineer, or surveyor and their consultant, relating to professional liability,
- (4) Any other person or organization while transporting equipment to or from the designated location,
- (5) ***Any person or organization that has not completed enrollment in the OCIP.***

Key Exclusions:

Aircraft, Auto or Watercraft
Employment Related Practices
Broad Form Nuclear
Engineers, Architects or Surveyors Professional Liability
Asbestos
Discrimination
Total Pollution
Exclusion of Certified Acts of Terrorism
Alaska Exclusion of Certified Acts of Terrorism
Nuclear Energy Liability Exclusion
Exterior Insulation Finishing Systems
Fungi, Bacteria or Mold
Abuse or Molestation
Rip & Tear
Professional Liability

COVERAGE GLOSSARY

Notice of Occurrence

The rights of the Named Insured shall not be prejudiced under this policy, if there is a failure to give notice of an occurrence solely due to the Insured's reasonable belief that bodily injury or property damage is not covered under this policy.

Knowledge of Occurrence

Coverage is to be modified so that it is understood and agreed that knowledge of an occurrence by the agent, servant or employee of the insured shall not in itself constitute knowledge to the insured unless the Insured's corporate insurance department shall have received first notice from its agent, service or employee.

Unintentional Non-Disclosure of Hazards

The unintentional failure of the Named Insured to disclose all hazards existing as of the effective date of this policy shall not prejudice any insured with respect to the insurance afforded by the policy.

EXCESS LIABILITY

Insurance Carrier: Westchester Surplus Lines Insurance Company

Policy Term: From date bound until project completion plus 10 years completed operations

Named Insured: Alliance of Schools for Cooperative Insurance Programs (ASCIP) and all tiers of enrolled contractors and subcontractors

Interest: Coverage in respect of the Insured's on-site operations, solely with respect to the construction of the specified ASCIP projects.

Limits of Liability: \$15,000,000 per Occurrence
\$15,000,000 in the Aggregate

Conditions: Terms and conditions per policy on file with ASCIP and the District

Exclusions: Asbestos
CCC (R&P)
Discrimination
Aircraft products
Employment related practices
Total pollution
Nuclear
Professional liability
Violation of communication laws

CONTRACTORS POLLUTION LIABILITY

Insurance Carrier: Liberty Surplus Insurance Corporation

Policy Term: July 1, 2013 to July 1, 2016

Named Insured: (1) Alliance of Schools for Cooperative Insurance Programs
(ASCIP)
and
(2) All tiers of contractors, subcontractors and sub-subcontractors as their interests may appear, who work on the project and for whom ASCIP Member as agreed by contract to provide coverage under the Owner Controlled Insurance Program.

Limit of Liability \$5,000,000 Each Claim
\$5,000,000 Policy Aggregate

Notable Endorsements & Exclusions:

Service of Suite Clause – California
Exclusion of Certified Acts of Terrorism
Exclusion of Terrorism
U.S. Economic Trade Sanctions Endorsement
Biological Contaminants (Mold) Coverage Extension
(Without Residential and Faulty Work Exclusions)
Bodily Injury – Amendment of Definition
Cancellation – Variable Minimum Earned Premium
EIFS Endorsement
Non-Owned Disposal Site Coverage Endorsement
Schedule of Insureds – School Districts for whom coverage will be provided will be scheduled
Transportation Endorsement
Self Insured Retention Endorsement
Owner Controlled Insurance Program Endorsement
Contractual Liability
Employers Liability

III. COVERAGES NOT INCLUDED IN THE OCIP

1. Automobile Insurance

The OCIP does not include Automobile Liability and Physical Damage Insurance for licensed vehicles.

2. Off-Site Workers' Compensation

The OCIP only covers work-related injuries occurring at the work site. It does not cover Workers' Compensation risks associated with your other jobs or activities.

3. Off-Site General Liability

The OCIP only covers third-party liability claims arising from activities at the work site. It does not cover liability risks associated with your other jobs or activities.

4. Tools, Equipment and Machinery

The OCIP does not cover loss of, or damage to, your tools and equipment at the job site. Nor does it cover your employee's tools or equipment. Other property such as scaffolds, machinery, crane, earth-moving equipment, consumables, office trailers, tool sheds and any other temporary structures not intended to become a permanent part of the project is not covered under this OCIP.

Property in transit, including while at contractor's shops during fabrication and/or at temporary storage locations, is not insured.

5. Professional Liability Insurance

The OCIP does not include Professional Liability Insurance of any kind.

6. Pollution Legal Liability Insurance

The OCIP does not include Pollution Legal Liability Insurance of any kind.

IV. ENROLLMENT PROCEDURES

1. Complete attached application (Request for Insurance Form 2) and fax or (e) mail to:

Heather Lawson
Arthur J. Gallagher & Co.
National Wrap up Unit
12444 Powerscourt Drive
St. Louis, Mo. 63131
(800) 877-8218 ext. 2205
(866) 741-2481 Fax
heather_lawson@ajg.com

2. Attach a certificate of insurance in accordance with the OCIP enrollment provisions in the General Conditions evidencing primary Auto Liability and Workers' Compensation, and General Liability for Project-Related Operations performed away from the OCIP Project Site. *Contact your Insurance Agent for this certificate (a sample is included). It is your responsibility to notify your Insurance Agent to exclude all work to be done at this Project Site from your regular GL and WC policies.*
3. Arthur J. Gallagher will send a Certificate of Insurance evidencing your coverage under the ASCIP/OCIP program. This certificate is required by the District to obtain access to the job site. You should keep this certificate as evidence of your participation in the OCIP. It may be required by your regular insurance company to avoid duplication of insurance charges.

Article 6 Form Completion Instructions

(a) Insurance Application

It will be the responsibility of each contractor to see that each of its subcontractors complete the required forms. Failure of a subcontractor to complete these forms could result (at Owner's discretion) in payments to contractor and/or subcontractor being withheld.

The forms are used to determine a firm's eligibility for coverage under the CIP. Completion of the forms does not guarantee enrollment into the program.

FORM 2: CIP Insurance Application

This form must be submitted to AJG Co. For each contract issued by the successful Contractor and/or Subcontractor prior to site mobilization. AJG Co. Will determine eligibility and issue a certificate of insurance showing the insurance coverage being provided under the CIP.

COMPLETION INSTRUCTIONS

1. Contractor/Subcontractor Information:

- Fill in your company's complete legal name and d.b.a. including names of partners, sole proprietor's name, or joint venture partners.
- Fill in your company's complete address.
- Fill in name of field, payroll and insurance contact information: name, telephone, fax number and email address.
- Fill in your federal identification number and SIC code.
- Input your experience mod effective date
- Input your Bureau (NCCI) ID number
- Input your workers compensation policy period
- "Circle the appropriate field describing status

2. Bid Information:

- Fill in type of services your firm will be doing at the project site.
- Fill in the Bid Pack number
- Fill in any contract or specification number under which your contract falls.
- Fill in the estimated start date of your work.
- Fill in the estimated completion date of your work.
- Fill in the dollar amount of your contract.
- Fill in the dollar amount of your contract that you will be subcontracting to others.
- Fill in the dollar amount of your payroll for work performed by your own labor.

Article 6

3. **Workers' Compensation Insurance Information:**
 - ❑ Identify the Workers' Compensation Labor Descriptions - Can be obtained from your Workers' Compensation policy.
4. **WC Class Code Number:**
 - ❑ Fill in appropriate class code - Can be obtained from your Workers' Compensation policy or from your insurance agent.
5. **On Site Job Hours:**
 - ❑ Fill in the estimated on-site man-hours by workers' compensation classification
6. **Wage Rate:**
 - ❑ Fill in the applicable wage rate by workers' compensation classification.
7. **Payroll Estimate:**
 - ❑ Fill in the estimated payroll at the job site per workers' compensation class code.
8. **Total On Site Hours:**
 - ❑ Fill the total on site hours
9. **Total Payroll:**
 - ❑ Fill in the total payroll
10. **Subcontractor Information:**
 - ❑ List the name of all subcontractors associated with your work at the project site
 - ❑ List the subcontractors contact name and telephone number
 - ❑ List the subcontractor's contract number and contract amount.

Alliance of Schools For Cooperative Insurance Program



Liberty Mutual Group

Form 2 – Insurance Application

WC Policy No. Assigned:

1. Your Company Name: _____ FEIN# _____ (Tax ID #)
 Address: _____ City: _____ State: _____ Zip code _____
 Your WC Experience Mod. Rating Factor: _____ Your Exp. Mod Effective Date: _____ (usually your WC effective date)
 Bureau ID # (NCCI): _____ Policy Period: From _____ to _____
 Status: Construction Manager General Contractor Subcontractor of (name) _____

	Name	Phone#	Fax#	Email Address
Proj. Mgr.				
Payroll				
Insurance				
Safety				

2. Scope of Work to be performed: _____ Bid Pack #: _____ Contract #: _____
 Estimated Start date: _____ Estimated Completion Date: _____
 Total Contract Amount: \$ _____ Amount Subcontracted to Others: \$ _____
 Amount Self Performed: \$ _____ Payroll For Self Performed Work: \$ _____

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY – For Self Performed Work at the Project Site

3. Labor Classification	4. WC Code	5. On-site Job Hours	6. Wage Rate	7. Payroll Estimate
8. Total Onsite Hours			9. Total Payroll	

10. List the Subcontractors and corresponding contract numbers and values associated with your work.

Name of Subcontractor	Contact Name	Phone No	Contract Number	Contract Amount

CONTRACTOR'S INSURANCE INFORMATION

Each contractor must attach a certificate of insurance evidencing off-site coverage for Workers' Compensation, General Liability and Auto Liability coverage and indicate that your GL and WC coverages exclude your work on the Downey USD - Warren HS Mod-3052M - Phase 3 - Buildings O, P, Q, R, & S. Contact your insurance agent for this certificate. It is your responsibility to notify your insurance agent to exclude all work to be done from your regular WC and GL policies. This certificate must also name Alliance of Schools For Cooperative Insurance Program as an additional insured. A sample certificate of insurance is included with this package.

ASSIGNMENT BY CONTRACTOR OR SUBCONTRACTOR FOR SPONSOR CONTROLLED INSURANCE PROGRAM

The undersigned, a contractor or subcontractor under construction contract with Alliance of Schools For Cooperative Insurance Program in consideration of the agreement of Alliance of Schools For Cooperative Insurance Program to arrange insurance and pay premiums as provided by said contractor for the contractor and for each subcontractor for any tier thereunder, and for other good and valuable consideration hereby assigns to sponsor all return premiums, premium refunds, dividends, and any monies due or to become due to the undersigned in connection with said insurance.

Authorized Contractor Representative _____ **Date** _____

This insurance application – Form 2, along with the off-site certificate of insurance must be sent to:

Tracey Lohse
 12444 Powerscourt Drive
 Suite 500
 St. Louis, MO 63131
 Telephone: (800) 877-8218 x2190
 Fax: (866) 439-3482
 Email Address: tracey_lohse@ajg.com

<p style="color: red; margin: 0;">Approved By</p> <hr style="border: 0; border-top: 1px solid red; width: 80%; margin: 0 auto;"/> <p style="color: red; margin: 0;">Date</p>
--

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/01/1001

PRODUCER Your Insurance Agent	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Your Company Name	INSURER A: Your Insurance Company	
	INSURER B: Your Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	123456789	01/01/1001	01/01/1001	EACH OCCURRENCE \$ 1,000,000								
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000								
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 0 BODILY INJURY (Per accident) \$ 0 PROPERTY DAMAGE (Per accident) \$ 0								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY: AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	123456789	01/01/1001	01/01/1001	<table border="1"> <tr> <td>WC STATU- TORY LIMITS</td> <td>OTH- ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATU- TORY LIMITS	OTH- ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
WC STATU- TORY LIMITS	OTH- ER												
E.L. EACH ACCIDENT	\$ 1,000,000												
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000												
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000												
	OTHER												

THIS IS A SAMPLE DOCUMENT ONLY
 Certificate of Insurance must be issued
 by your primary insurance agent and
 include the specific wording shown at
 the bottom of this sample.
 Mail or fax to Arthur J. Gallagher & Co.,
 OCIP Dept.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE:
 General Liability and Auto Liability name District and all of it's representatives, the Project Manager, Architect, IOR, and OCIP Administrator and all of their representatives as additional insureds and shall state the coverage is primary and non-contributory. Waiver of Subrogation is included on the General Liability, Workers Compensation and Auto Liability in favor of District and all of it's representatives, the Project Manager, Architect, IOR, and OCIP Administrator and all of their representatives.

CERTIFICATE HOLDER

Alliance of Schools For Cooperative Insurance Program
 C/O: Arthur J. Gallagher & Company
 12444 Powerscourt Drive
 Suite 500
 St. Louis, MO 63131

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

ARTICLE 6

V. MONTHLY PAYROLL REPORTING AND FINAL AUDIT

The ASCIP/ District require that all contractors submit a monthly report of man-hours and payroll to Arthur J. Gallagher & Co. as per the following form.

“WE DON’T AND WON’T ACCEPT CERTIFIED PAYROLL REPORTS”

It is the Prime Contractor’s responsibility to insure that this information is provided monthly by all subs.

THE CONTRACTORS AND ALL TIERS OF SUBCONTRACTORS WILL MAKE THEIR PAYROLL RECORDS AVAILABLE TO THE INSURANCE COMPANY AUDITOR AT ANY TIME DURING THE POLICY PERIOD AND UP TO THREE YEARS AFTER COMPLETION OF THE PROJECT.

Payroll: Payroll shall include the total remuneration and hours worked for all employees working on the Project Site, including the cost of board and lodging where it is considered part of an employee’s earnings.

Payroll Records: All payroll records on ASCIP projects should be kept separate from all other work. This will make the audit process easier and will permit your regular insurance company to exclude this payroll from your off-site insurance charges.

Payroll Reports: Payroll reports should be sent to Arthur J. Gallagher within two weeks following end of prior month. You should use the same workers’ compensation codes and classifications as shown on your current workers’ compensation policy. Show only total hours and total payroll for each classification of employees. The report can be handwritten and faxed, hold the original copy in your file. If you have more than one contract and/or work order, please either 1) complete a Form for each awarding contractor or, 2) show which payroll applies to which contract.

Overtime: Earnings for overtime should be included only at the normal hourly rate. Overtime means those hours in excess of 8 hours worked each day, 40 hours in any week or on Saturdays, Sundays, or holidays, but only when there is an increase in the hourly rate to work such hours. If you do not wish to make this conversion, include overtime and double time in the boxes provided on the form and we will calculate straight time for you. Job Hours reports should include overtime hours.

This form must be completed monthly by all contractors and subcontractors for **each** contract awarded. The completed form is to be faxed or mailed to us within two weeks following the end of the payroll-reporting period. The Contractor will be responsible to enforce the submission of this form by their subcontractors. Computer generated payroll reports are acceptable if similar information is provided. We will forward your company a supply of these forms.

Article 6 COMPLETION INSTRUCTIONS

1. **Month Ending:** Indicate the month for which you are reporting payroll. If payroll is not reported monthly, indicate payroll duration.
2. **Contractor Name:** Your firm's name.
3. **Your Contract With:** Insert whom your contract is with.
4. **Contract #:** Contract or Specification number under which your work may fall.
5. **Workers' Comp. Classification Code:** Can be obtained from your Workers' Compensation policy, your insurance agent or the information you supplied on the enrollment form you completed (Form 2).
6. **Man-hours and Payroll:** List man-hours and Gross Payroll including overtime, indicating the amount that is overtime or double time for each class code. List one cumulative monthly figure for all employees who fall under each class code. There is no need to breakout figure on a per employee basis.
7. **Sign and Date Form.**

Clovis Unified School District

(Complete a Separate Form for Each Contract)

CONTRACTOR OR SUBCONTRACTOR WILL NOT BE PAID IF THIS REPORT IS NOT SUBMITTED WITHIN THE ALLOTTED TIME FRAME

MONTH: _____ -OR- FROM: _____ to: _____

Article 6 MONTHLY ON-SITE PAYROLL REPORT

WRAP-UP INSURANCE PROGRAM

CONTRACTOR NAME: _____

WORKING UNDER CONTRACT WITH: _____

CONTRACT #: _____

WORKERS' COMPENSATION CLASSIFICATION CODES	GROSS RAW LABOR UNBURDENED PAYROLL	OVERTIME	DOUBLE TIME	Section 5.01 HOURS
	\$	\$	\$	

* You do not need to list out individual employee payroll information. Summarize employee payrolls by class code and only report one payroll amount per code.

I CERTIFY THAT THE DATA SHOWN ABOVE IS CORRECT.

Signed _____ Title _____

Date _____

Return Form to:
Heather Lawson
Arthur J. Gallagher & Co.
National Wrap up Unit
12444 Powerscourt Drive
St. Louis, MO 63131
(800) 877-8218 x2205
(866) 741-2481 Fax
heather_lawson@ajg.com

Note: Payroll reports are due to AJG Co. Prior to the 15th of every month. If you choose to fax your monthly payroll reports you will not need to mail a copy.



Section 5.02 FORM 6: Notice of Work Completion

Contractor needs to complete this form when submitting final payroll report for verification that all requirements of the Wrap-Up have been met.

1. **Contract #:** The Contract or Specification number(s) relating to the work at the Job Site(s).
2. **Contractor:** Construction Manager, Contractor, Subcontractor, Sub-subcontractor.
3. **Job Site:** The description of Project Site.
4. **Work Performed:** Type of work performed. (Example: Concrete, Excavation, Supervisory, etc.)
5. **Work Completed By:** Display names of Construction Manager, Contractor, Subcontractor or Sub-subcontractor as completing work.
6. **Date Contract Completed:** Fill in appropriate date the work on this contract was completed.
7. **Date Total Work Completed:** Fill in appropriate date that all work at the Site was completed. NOTE: If only one contract, these dates are the same. If more than one contract, this is the date **ALL** work at the Site is complete.
8. **Subcontractors or Sub-Subcontractors included in the work:** Names of all Subcontractors of all tiers and associated with the terminating Construction Manager, Contractor or Subcontractor of all tiers.
9. **Location of Payroll:** Location of payroll records for Construction Manager, Contractor, and Subcontractors of all tiers.
10. **Sign Form:** Signature of Project Manager.
11. **Return Completed Form:** Return the completed form to AJG Co. For our verification that Contractor or Subcontractor has complied with the Wrap-Up document requirements.



NOTICE OF WORK COMPLETION
Form 6

-
1. Contract #: _____
 2. Contractor: _____
 3. Job site: **DISTRICT** _____
 4. Work Performed: _____
 5. The following Contractor or Subcontractor has completed his Work at the Project Site and is being processed for final payment: (Indicate whether Contractor or Subcontractor)

_____ Contractor

_____ Subcontractor (Tier)

6. Date this contract completed: _____
7. Date total work completed: _____ Final Payroll Amount: _____
8. Final Contract Value: _____

Subcontractors of all tiers, which are included in this Work
(Add attachment if more space is needed)

Name _____

Name _____

Name _____

9. Final Insurance Audits may be made from payroll and other records located at:

Contractor: _____

Subcontractor: _____

10. (Signed By) _____
Authorized Representative

11. Return completed form to:

Heather Lawson
(Arthur J. Gallagher & Co.
National Wrap up Unit
12444 Powerscourt Drive
St. Louis, MO 63131
(800) 877-8218 ext. 2205
866-741-2481 Fax

VII. CONTRACTORS' SAFETY REQUIREMENTS

Minimum Safety Requirements:

Minimum qualifications for contractor enrollment are subject to the following:

- EMR- 1.25 mean average measured over a 5-year history
- Drug Program Pre-Assignment to job site
- 6' Fall Protection, harnesses and lanyards required in lieu of other protective means.
- Exceptions: ladders, scissor lifts, aerial baskets or scaffolding
- No more than 5 serious violations within 5 years
- No more than 2 serious repeat in 5 years
- No willful violations
- Hardhats & Safety Glasses are required at all times & other Personal Protective Eyewear (PPE) as required by work being conducted

Medical Provider Network:

Recent changes in California's workers' compensation law, specifically SB 899, now allow insurers and self-insured employers to direct injured employees to a medical provider network (MPN) for medical treatment if they receive state approval for the network.

In response to these changes, your employer has implemented a MPN, effective February 3, 2005 for any workers' compensation claims. Your employer has chosen the Liberty Mutual Group MPN that has been approved by the state. For all work-related injury or illness the physicians and providers in the Liberty Mutual Group MPN will provide you with medical treatment and services.

Below is a summary of the Liberty Mutual Group MPN and your responsibilities if you have a work-related injury or illness. You have also received more detailed information regarding the MPN with this letter.

PROVIDER PREDESIGNATION - You may pre-designate your physician(s) prior to injury if you have previously received care with the physician(s). The attached form (Form A) must be signed by you and the physician(s) must agree to be your primary treating physician. If the physician(s) does not agree to continue as your primary treating physician then you will be required to seek medical care with a physician in the MPN.

IF YOU HAVE A WORK-RELATED INJURY OR ILLNESS - If you need emergency care go to the nearest medical center and contact the number above as soon as possible but no later than forty-eight hours after emergency treatment. For non-emergency situations, you may use either your pre-designated physician or contact your supervisor to find out which initial treating MPN provider is available. The MPN has primary treating physicians and providers that are available within 15 miles or 30 minutes or specialty care within 30 miles or 60 minutes from your work or residence. For initial treatment the MPN physician will schedule an appointment for you within 3 business days from the date you request treatment within the MPN. If you require additional services beyond your initial visit, you may use any provider, appropriate to your injury, within the MPN. If you have difficulty in getting an appointment or need any assistance in locating a provider contact your supervisor or the Claims Case Manager.

IF YOU ALREADY HAVE A WC CLAIM AT THE TIME YOU RECEIVE THIS NOTICE - Contact your supervisor. You may qualify to continue treatment with your current provider under the Liberty Mutual Group MPN Transfer of Care Plan if your condition is acute, serious or chronic, if treatment is for remission, is to prevent deterioration, is a terminal illness or for a scheduled surgery or procedure that will occur within 180 days. Contact your supervisor or Claims Case Manager for questions or advice on your options.

OBTAINING AUTHORIZATION PRIOR TO TREATMENT - Your treating physician must obtain prior authorization for medical treatment and services. The following requests should be directed through Liberty Mutual's Utilization Management department by calling the toll-free number of 1-800-664-CARE (2273): Diagnostic tests, in-patient hospitalization, occupational therapy, out-patient surgery & procedures and pain management including; IDET and nucleoplasty procedures, injections, acupuncture, morphine pumps and spinal cord stimulators, physical therapy, psychiatric treatment and work conditioning and work hardening. The Liberty Mutual Utilization Review Unit will review your physician's treatment or service request to determine the medical necessity and will render a certified (approval) or non-certified (non-approval) decision. You and your physician will receive a utilization review determination notification letter. Non-utilization review treatment areas that the Liberty Mutual Claims Case Manager or Nurse Case Manager may review include: Durable Medical Equipment, Home Nursing Care, Medications, Office Visits, except psychiatric treatment, routine laboratory tests and treatment evaluations other than physical therapy, occupational therapy and chiropractic evaluations. For these non-utilization review treatment areas you will be notified as to the authorization or non-authorization of your physician's request by the Claims Case Manager or Nurse Case Manager.

APPEAL PROCESS FOR NON-CERTIFICATIONS - If your medical treatment or service request is non-certified you may request an appeal by following the Appeal instructions in the utilization review determination notification letter.

PHYSICIAN CHANGE AND REQUESTS FOR A SECOND OR THIRD OPINION - You may change physicians within the MPN at any time as long as the provider is appropriate to treat your injury. If you dispute the diagnosis or treatment prescribed by your treating physician, you may request two additional opinions from other MPN physicians. To file a dispute, you must inform your employer or the Claims Case Manager that you dispute your treating physician's opinion and request a second or third opinion. You must select a physician or specialist from the list that your employer has of the available MPN providers and make an appointment with the second or third opinion physician within 60 days. You must notify the Claims Case Manager of your appointment date. If the appointment is not scheduled within 60 days of receipt of the list of the available MPN providers, then you will have waived your rights to the second and third opinion process with regard to this disputed diagnosis or treatment of this treating physician. During this process, you must continue your treatment with your current treating physician or with another physician of your choice within the MPN. At the time of selection of the third opinion physician, if you dispute the second physician's opinion, the Claims Case Manager will notify you about the Independent Medical Review process and provide you with an "Application for Independent Review" form. If you need assistance contact your supervisor or your Claims Case Manager.

TERMINATED MPN PROVIDERS AND CONTINUITY OF CARE - If your physician terminates from the MPN, we will advise you on your options for continued treatment as approved under the Liberty Mutual Group MPN Continuity of Care Plan. In some instances, the terminated physician may continue to treat you through the Continuity of Care plan. Copies of the plan are available upon request. Contact your supervisor or Claims Case Manager if you have questions or need advice on your options.

CONFIRMATION OF RECEIPT OF NOTIFICATION INFORMATION - In order to confirm that you have received appropriate notification regarding the Liberty Mutual Group MPN please complete and sign the attached form (Form B). Form B must be returned to your supervisor or Claims Case Manager at the time you first receive employee notification information about the MPN. This may occur at the time your employer distributes information about the MPN, at the time of hire, at the time of your report of injury or at the time you transfer into the MPN.

For any questions relating to the MPN, Compensability, Benefits, Continuity of Care Plan or Transfer of Care Plan please contact your supervisor or your Claims Case Manager.

To report a workers' compensation injury or illness, please immediately contact your employer or the Claims Case Manager at the above listed telephone number.

Safety Programs

Each contractor will have a written safety program on the job site.

- Each prime contractor is completely responsible for compliance of all its sub-contractors safety requirements.
- District Project Construction Manager will be provided with a copy of all programs.
- Each contractor will maintain on-site a written Hazard Communication/Employer Right-to-Know Program. A copy will be provided for District's Construction Manager.
- Each contractor's safety activities will be audited based on requirements of its own safety program. Certain minimum standards will apply.
- Subcontractors or sub-subcontractors, which may not now have a written program, may elect to fall under their prime's safety program.
- Should that option be used, each sub or sub-sub is required to submit a letter to the District's Construction Manager indicating it will use that option, that he has a copy of the program and is familiar with the safety requirements under that program and intends to comply with it. Those subs and sub-subs will be held to the same standard as the prime whose program they elect to use.
- Should a prime or subcontractor not currently have a written safety and hazard communication program, Arthur J. Gallagher & Co. will provide an outline of a generic program for use by the contractor in structuring its own version, should it chose.
- Straight adoption of these programs will not be an acceptable option. Each contractor's safety program must be tailored by that contractor to reflect the specific exposures encountered by its tradesmen. Arthur J. Gallagher & Co. and Liberty Mutual Insurance Company will offer assistance in this area if requested.
- All contractors should submit their safety programs to the District's Construction Manager before they begin work.

Safety Committee

Each prime and those major subcontractors selected by the ASCIP's Construction Manager will appoint a Safety Coordinator.

- Safety Coordinators will be required to attend a Safety Training Session by Arthur J. Gallagher & Co. and Liberty Mutual Insurance at the time of the pre-construction conference.
- The Safety Coordinators will form the Safety Committee.
- Safety Committee Meetings will be held as called by the District's Construction Manager. These meetings will usually occur once each month. Attendance by Safety Coordinators is mandatory.
- Safety Coordinators will be required to accompany Arthur J. Gallagher and Liberty Mutual on tours of the job site for the purpose of training in hazard recognition.
- Superintendents/supervisors will be permitted to act as Safety Coordinators.

Accident Investigations

Each contractor and subcontractor is required to submit written accident investigations.

- Liberty Mutual Insurance Company and/or Arthur J. Gallagher representatives will make accident investigation forms available for any contractor who does not currently have them.
- Arthur J. Gallagher and/or Liberty Mutual Insurance Company representatives will review all accident investigation reports for quality.

Safety Meetings

Each contractor, subcontractor and sub-subcontractor is required to conduct safety meetings on the job site as directed by its established safety program.

- Minimum standards for number and quality of these meetings will be established for the job.
- A notebook of safety talk topics will be maintained the Construction Office for those companies who wish access to additional topics.
- Joint safety meetings may be conducted by or with the prime and/or other subs.
- The resulting safety meeting report must clearly identify each employee listed - by contractor, subcontractor or sub-sub.
- All safety-meeting reports will be reviewed by safety representatives from Arthur J. Gallagher & Co. and/or Liberty Mutual Insurance for quality and timeliness. The results of those reviews will be submitted to ASCIP's Construction Manager for his actions.

Self-Inspections

Each prime and subcontractor must conduct job-site inspections on a regular basis. While these inspections may conform to the requirements of the contractor's own safety program, they are subject to minimum standards established for the job.

- Joint inspections or inspections conducted by a prime contractor for a sub must be identified as such. Documentation of these inspections must clearly identify the name of the person who did the inspection and each of the contractors, subcontractors, and sub-sub for whom the inspection was made.
- Inspection follow-up will be performed by each contractor to ensure corrections have been accomplished.
- The quality of inspections will be audited by Arthur J. Gallagher & Co. and Liberty Mutual Insurance Company loss control personnel and results of those audits provided to the ASCIP Member's Construction Manager for his action.

Job Surveys

- Liberty Mutual Insurance and/or Arthur J. Gallagher & Co.'s representatives will conduct job-site surveys monthly, in the company of the members of the Safety Committee for the purpose of training these individuals in hazard recognition.
- Suggestions and recommendations resulting from those surveys will be discussed with contractor representatives at the time of the survey where appropriate. Recommendations and suggestions will be discussed during the regular monthly Safety Committee Meetings.
- Findings will be submitted in the loss prevention report directed to the ASCIP Member's Construction Manager for his action.

Record Keeping and Files

IF IT IS NOT RECORDED IN THE PROJECT'S CONSTRUCTION OFFICE, IT HAS NOT BEEN COMPLETED!

The following required documentation must be in the contractor's safety file in the ASCIP Member's Construction Office. Representatives of Liberty Mutual and Arthur J. Gallagher will review safety program documentation. It is very important that any contractor with questions regarding record keeping contact ASCIP's Construction Manager, Arthur J. Gallagher & Co. or Liberty Mutual Insurance Company's loss control representative for clarification.

The following documentation is required:

- A written safety program
- A written hazard/employee right-to-know program
- Material safety data sheets conforming to the above hazard communication program
- Job-site safety meeting reports
- Accident investigations
- Job-site inspections

File Audits

- Safety files will be reviewed by Liberty Mutual and/or Arthur J. Gallagher & Co.'s loss control representatives monthly.
- Comments as to the quantity and quality of contractor's documentation will be addressed to ASCIP Member's Construction Manager for his action.
- Contractors are encouraged to discuss safety record-keeping problems with the representatives of Arthur J. Gallagher & Co. and Liberty Mutual Insurance Company.
- Arthur J. Gallagher & Co. and/or Liberty Mutual Insurance Company representatives will make a decision each month as to the contractor with the best quality records for the previous month. That information will be made known to ASCIP Member's Construction Manager for appropriate action relative to the job's safety incentive activities.

**Clovis Unified School District
Drug-Testing/Drug Free Workplace Program
Drugs, Alcohol and Other Prohibited Articles**

POST ACCIDENT DRUG TESTING AND PRE-HIRE PROGRAM

Purpose

The General Contractor and/or Prime Contractor has a commitment to protect people and property and to provide a safe working environment. The purpose of this policy is to establish a drug-free, alcohol-free, safe, healthy work environment for each employee.

Policy

The General Contractor and/or Prime Contractor prohibits the use, possession, distribution, or sale on the project premises, facilities, or work places of any of the following: alcoholic beverages, intoxicants, drugs and related drug paraphernalia.

Employees must not report for duty or perform work while under the influence of any drug, alcoholic beverage, or intoxicant. Employees on the project premises may be subject to search as provided herein. Applicants and employees will be required to consent to drug/alcohol testing or an oral fluid drug test as provided herein.

Definitions

When used herein, the following terms will have the meanings given below:

- a. Company – **General Contractor and/or Prime Contractor** Company and sponsored joint ventures.
- b. Alcohol - Ethyl (Ethanol). References to use or possession of alcohol include the use of any beverage, mixture, or preparation containing alcohol.
- c. Drug - Any substance (other than alcohol) including prescription drugs which may impair mental or motor function; including, but not limited to, any psychoactive substance, controlled substance, marijuana, or designer or simulated drugs. This definition does not apply to prescription drugs which have been disclosed to the Company and the Controlling Employer by the employee and are approved for use within prescription limits.
- d. Employee - Any individual, salaried or hourly, who actually performs work for a Controlling Employer on the project premises.
- e. Controlling Employer - Any individual or firm that provides employees to perform work on the project premises and is responsible for their hiring, advancement, payment, discipline, and termination. This shall include all contractors, all subcontractors, and all sub-tier subcontractors who are enrolled in the OCIP Program.
- f. Applicant - Any individual who is referred or makes application for employment on the project premises.

- g. Project Premises - All parts of any office, work site, or other work location, including parking lots under the control of the **General Contractor and/or Prime Contractor** Company.
- h. Testing Facilities - A NIDA certified laboratory where a specimen can be tested for drugs and alcohol within threshold limits according to standards established by the U. S. Department of Transportation or oral fluid drug test which meets or exceeds the D.O.T. threshold.
- I. Contraband - Considered to include but not limited to the following: drugs, alcohol, and drug paraphernalia.
- j. Drug Paraphernalia - Any article for the use, storage, or sale of drugs.
- k. Accident - Any event resulting in injury to a person or property to which the Company believes an employee contributed as a direct or indirect cause.
- l. Incident - Any event which the Company determines has all the attributes of an accident, except that no harm was caused to personnel or property.

Right to Search

The Company has the right to search any personal effects, vehicles, lockers, baggage, lunch boxes, toolboxes, etc., for contraband. An individual who has notice of this rule and enters the project premises is deemed to consent to this safety procedure. Searches will be conducted on an "as needed" basis as determined after consultation with Company regional and corporate management. There will be an employee representative and/or other witnesses, which may include law enforcement officers, to all searches conducted by the Company.

An employee who refuses to submit to a search as described in this policy is subject to disciplinary action, up to and including immediate discharge by the Controlling Employer. Contractors and/or employees who refuse to submit to a search are subject to removal and denial of future access to the project premises.

An employee on the project premises, facility, or work place in possession of contraband is subject to disciplinary action, up to and including immediate termination by the Controlling Employer. Contractors and/or employees who are in possession of contraband are subject to removal and denial of future access to the project premises.

Prescription Drugs

Any employee using a prescription drug which may impair mental or motor function shall, as soon as possible, complete Section 3 of the Consent for Alcohol and Drug Test and Pre-Hire Form. For the safety of all employees, the Company may direct the Controlling Employer to not permit the employee on the project premises until released as fit for duty by the prescribing physician. The Company reserves the right to obtain a confirming medical opinion before allowing the employee to return to duty.

Employee Testing

After an accident or incident, the Company will ask the Controlling Employer to test all those involved. The Company will also ask the Controlling Employer to test employees when a reasonable suspicion exists that the employee has been using drugs or alcohol, or is in possession of contraband. Procedure for reasonable cause will consist of one supervisor observing employee demonstrating signs and symptoms of impairment. A second observation will be made by another supervisor independently of the first supervisor. Both supervisors must agree that the employee is exhibiting signs of impairment before the employee will be required to be tested. This test must be conducted in an approved clinic.

Discipline and Rehabilitation

All employees who refuse to submit to a drug and alcohol test, or who fail to pass a drug and alcohol test will be removed from the project premises by the Controlling Employer and will be referred to their personnel management for disciplinary action.

Confidentiality

The Company will take steps to maintain the confidentiality of information generated by the implementation and enforcement of this policy and these procedures. Disclosure will be made only in appropriate circumstances. The Controlling Employer shall be responsible for maintaining the confidentiality of all information generated by the implementation and enforcement of this policy and these procedures for their own employees. The Company shall have the right to audit compliance with this policy and these procedures by the Controlling Employer, which shall include access to this confidential information.

Subcontractors and Suppliers

The Company and all Contractors will include the provisions of this policy and these procedures, or another acceptable program, in their contracts with subcontractors, suppliers, consultants, agents, and others involved in providing goods or services on the project premises, and will require that they do the same with respect to their lower-tier subcontractors, suppliers, etc.

Posting and Distribution

Significant sections of this policy and these procedures are available to each employee. The Company may revise and amend this policy and these procedures as required.

Procedures for Examination:

Post-Accident Screening When Required By the Company
(Personal injury or vehicle/equipment accident)

1. A **General Contractor and/or Prime Contractor** Company supervisor is to accompany injured **General Contractor and/or Prime Contractor** employee(s) or those involved in the accident or incident to the clinic or medical facility. A Controlling Employer's supervisor will be required to accompany their injured employee(s) to the medical facility. Controlling Employers shall certify any employee(s) involved in an accident or incident tested negative for drugs and alcohol prior to allowing them to return to the project Premises. The procedures, which follow, outline the steps necessary to assure proper handling of Company post-accident testing.
2. The **General Contractor and/or Prime Contractor** Company supervisor will take the employee to the industrial clinic.

3. If the injured employee refuses to give a specimen of body fluid, the supervisor is to call the Project Manager and/or Project Superintendent. The Project Superintendent and/or Project Manager are to advise the employee again that the refusal to submit to drug screening is a violation of the Project Safety Plan's drug, alcohol and other prohibited articles safety policy and that refusal will result in termination.
4. If the injured employee continues to refuse to submit to drug screening, the doctor or clinic shall be advised to treat the employee for his/her injuries.
5. The supervisor should return to the project, meet with the Project Superintendent and Project Manager and prepare appropriate termination forms. Cause for termination should state - "Employee refuses to comply with written Project Safety Plan."
6. A copy of this termination form should be attached to the employee's First Report of Injury Form.
7. The doctor will sign all "chain of custody" documents and ship the specimen to the designated laboratory system.
8. The laboratory will run a confirmation test on the sample if the first test indicates a chemical in the system.
9. The employee will be contacted by the Medical Review Officer if there is a positive indication from the drug test. If there is need for additional contact, it will be by the Corporate Human Resources.
10. Results of all drug screenings and analyses must remain strictly confidential.
11. Employees must report all injuries immediately to their supervisor, whether the injury requires medical treatment or first aid only. Late reporting may result in denial of a claim.

Employee Agreement with Policy and Consent for Alcohol and Drug Tests

The following form is to be completed for all **General Contractor and or Prime Contractor** employees. All Controlling Employers shall obtain and submit to **General Contractor** a completed consent form from each employee who will be working on the project premises. This form can be attached to the employee's safety pledge form.

CONSENT FOR ALCOHOL AND DRUG TESTS POST ACCIDENT AND PRE- HIRE

To: _____
Name of General Contractor and/or Prime Contractor Company

From: Employee Name: _____ Occupation: _____
Social Security # _____ Company Badge # _____
Home Address _____ Phone () _____

1. As an APPLICANT, I hereby consent and agree to give specimens of my urine or oral fluid (saliva) to any medical facility, laboratory, medical person, or certified personnel designated by **General Contractor and/or Prime Contractor** or my employer. These specimens shall be used to detect the presence of alcohol (post accident only), marijuana and/or other drugs in my body. I further consent and agree that the results will be furnished to my employer by the testing facility, and my employer may inform the Union hiring hall (if applicable) which referred me of my pass/fail results.

2. If APPROVED for EMPLOYMENT or PRESENTLY EMPLOYED and If I am directly or indirectly involved in a work-related accident or incident, or the company has reasonable suspicion of a drug or alcohol problem involving me, I consent and agree to testing for the presence of alcohol and drugs in my body. The testing facility is authorized to release the results of such tests to my employer. I, further acknowledge that I have received a copy of a summary of the **General Contractor and/or Prime Contractor** Expansion Project Safety Plan's policy on drugs, alcohol and other prohibited articles and agree to test in accordance with this policy. If any tests and confirming results are positive, **General Contractor and/or Prime Contractor** Company may refuse to permit me access to the project premises. My signature below acknowledges that I have read and understand the foregoing statements and the consent given herein.

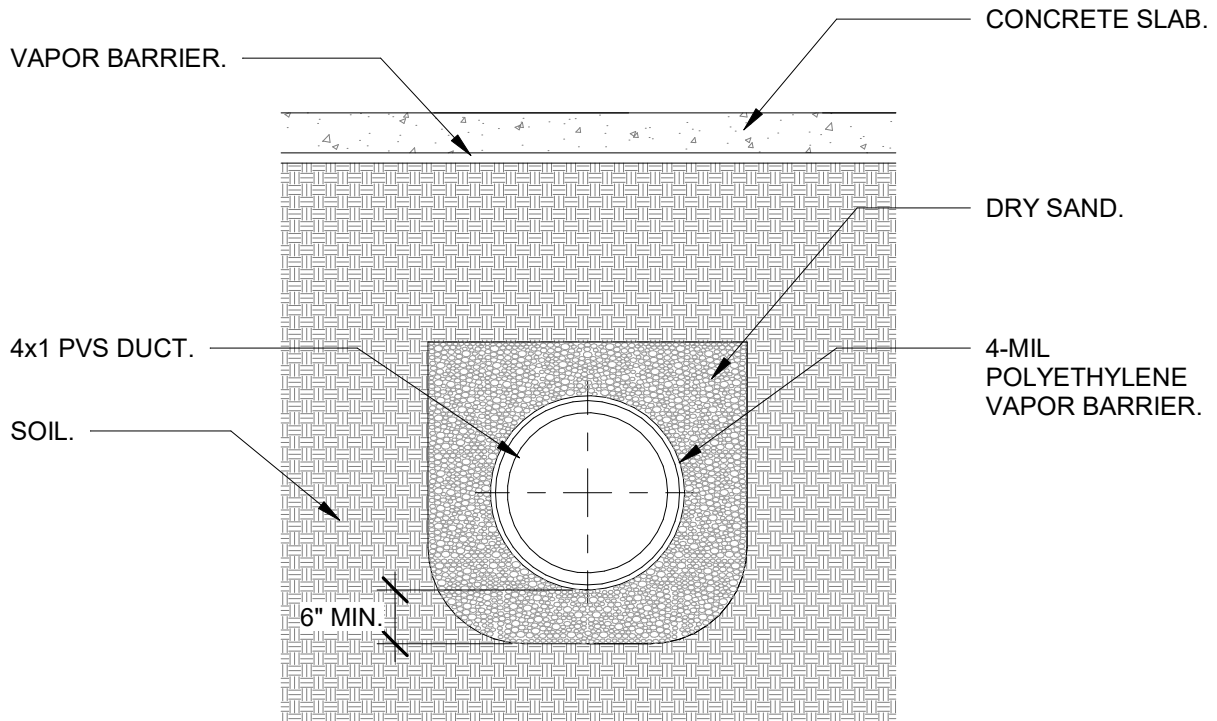
3. Are you, at the present time, taking any medicine, tranquilizers, sedatives, pills, capsules, tablets, or liquids that may impair your ability to safely work on the project premises?

YES __. NO __.

Medication	Prescribing Doctor
_____	_____
_____	_____
_____	_____

READ BEFORE SIGNING
IF YOU DON'T UNDERSTAND, ASK FOR AN EXPLANATION.

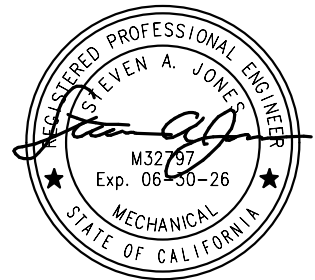
4. Signature: _____ Date: _____
_____ Date: _____
Employer's Authorized Company Representative



UNDERGROUND DUCT DETAIL

N.T.S.

1



TETER, INC.

FRESNO HEADQUARTERS
VISALIA
BAKERSFIELD
MODESTO
SAN LUIS OBISPO

CUSD PLANT OPERATIONS
DISTRICT OFFICE EXPANSION PHASE 2
CLOVIS, CA

JOB NUMBER:
22-12560

DWG. DATE:
10/23/24

AD2-M01