

Rocklin Unified School District

2615 Sierra Meadows Drive • Rocklin, CA 95677

Phone • (916) 624-2428 Ext 1306



INVITATION FOR BID

PROJECT:

Rocklin High School (RHS) “R” Portables Painting Project

Mandatory Site Walk: February 22, 2024, 10:00 a.m.

Rocklin High School, 5301 Victory Lane, Rocklin, CA 95765

Bid Due Date: March 4, 2024, By 1:00 p.m.

To: Qualified CUPCCAA Bidders

From: Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin, CA 95677

Date: February 16, 2024

Invitation for Bid:

This Invitation for Bid requests that the bidder provide pricing, tools equipment, materials, and labor for Rocklin High School "R" Portables Painting Project in accordance with the Scope of Work (Exhibit A). Rocklin High School is located at 5301 Victory Lane, Rocklin, CA 95765.

PROPOSAL DUE DATE/TIME LOCATION:

March 4, 2024, By 1:00 p.m.

Rocklin Unified School District
2615 Sierra Meadows Drive
Rocklin CA 95677

BID SECURITY BOND: Required

PERFORMANCE AND PAYMENT BOND: Required for projects over \$25,000.

PREVAILING WAGE PROJECT: Yes

DIR PROJECT: Yes

CONTACT PERSON: Mike Stemple

Office: 916-624-2428 Ext 1306

Email: mstemple@rocklinusd.org

BID Notice

Notice is hereby given that bids will be received by Rocklin Unified School District located at 2615 Sierra Meadows Drive, Rocklin, CA 95677. Bids will be received until 1:00 p.m. March 4, 2024, at which time all bids will be publicly opened and read aloud, telephone, facsimile, or e-mailed bids will not be accepted and will automatically be rejected. The bids must be clearly marked Rocklin High School "R" Portables Painting Project. A California contractor's license classification: Class A; Class B; or C-33 Contractor, with Registration with Department of Industrial Relations, bid bonds and bonding is required for this project.

Instructions to Bidders:

1. Rocklin Unified School District is seeking bids for the Rocklin High School “R” Portables Painting Project, as provided in the Scope of Work (Exhibit A).
2. **Bid Price:** Please submit your total bid price on the forms contained in (Exhibit B). This is a sealed bid and must be marked Sealed Bid “Rocklin High School “R” Portables Painting Project.
3. **CUPCCAA:** This is a Public Works Project, will process in accordance with the California Uniform Public Construct Cost Accounting Act “CUPCCAA” and public contracting codes; 22032, 22034, and 22038.
4. **Mandatory site walk:** February 22, 2024, Rocklin High School (RHS) 10:00 a.m. 5301 Victory Lane, Rocklin, CA 95765.

5. **Bid Schedule:**

February 16, 2024	Bid Start Date
February 22, 2024	Site Walk RHS 10:00 a.m.
March 4, 2024	Bids Due 1:00 PM

6. **Prevailing Wages:** This project is a public works project and prevailing wages apply. The work shall be performed pursuant to §1700, et seq. of the California Labor Section Code. The successful bidder and all the subcontractors shall not pay less than the prevailing rate of the per diem wages as identified in the work locality, by the Director of Industrial Relations.
7. **Registration:** Pursuant to Labor Code sections 1711.11 and 1725.5, any, and all contractors and subcontractors that wish to be on the bid proposal or enter a contract to perform public work must be registered with the Department of Industrial Relations (DIR). If awarded a Contact, the Bidder and its subcontractors, or any tier, shall maintain active registration with the DIR for the duration of the project. In bidding on this project, it shall be the bidder’s sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable laws.
8. **Required Security:** Proposal must be submitted with security in the amount not less than ten percent (10%) of the maximum bid amount as a guarantee, that the bidder will enter into the proposed contract, if awarded to the bidder, and will provide the performance and payment bonds, Insurance certificates and other documents as detailed in the contract documents. Such security must be in one of the following forms: (1) cashier’s Check made payable to the District, (2) a certified check made payable to the District, (3) a bond made payable to the District in the form set forth in the

proposal documents. Performance and Payment Bond will be required prior to start of work as noted in bid documents.

9. **Award:** The Contract will be awarded to the lowest responsive, responsible bidder based upon the specifications as noted in the bid package. The Rocklin Unified School District reserves the right to reject any or all the bids, to accept and or reject any one or more items of a bid, or to waive any irregularities or informalities in the bids or in the bidding.
10. **Contractor's License:** Class A "General Engineering;" Class B "General Building;" C-33 "Painting Contractor".
11. **Site Cleanup:** The Contractor shall monitor and implement aggressive measures to mitigate dust, grit, and other nuisances in and around the work areas during the entire Contract period. Site cleanup is required at the end of each workday and all debris such as, paint cans, gloves, shall be removed and disposed of by the Contractor. Disposal shall be in accordance with existing local and state requirements.
12. **Schedule:** Time is of the essence to have this work completed. Anticipated Board approval date is March 20, 2024, after which contract is to be issued. The project projected start date is June 6, 2024, all work is to be completed on or before August 2, 2024.

Attachments:

- Exhibit A: Scope of Work
- Exhibit B: Bid Documents
- Exhibit C: Contract

Exhibit A: Scope of Work

Rocklin High School "R" Portables Exterior Painting

SCHOOL SITE LOCATION: Rocklin High School, 5301 Victory Lane, Rocklin, CA 95765

Parcel Viewer Print



1/30/2024, 11:43:28 AM

Placer Cities Parcels
County Boundary

1:1,128
0 0.01 0.01 0.03 mi
0 0.01 0.02 0.04 km
City of Rocklin

City of Rocklin | Earthstar Geographics | City of Rocklin, Placer County | Eric and Luke | City of Rocklin, City of Roseville, California State Parks, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS.

PART 1 - GENERAL

SUMMARY

- A. Section Includes: (13 Buildings) Painting and painter's finish on all exposed exterior and interior door and frame surfaces, except prefinished items and unless otherwise noted, as required to complete finishing of the Work. The Work includes, but is not necessarily limited to, the following specific items:
1. Paint, stain or otherwise finish all surfaces, Semi-Gloss Finish (2 Coats).
 2. Priming of concealed surfaces (1 Coat).
 3. Pressure wash and prep surface as indicated, caulk and fill where needed.
 4. Sprayed applications, final coat of paint must be back rolled to assure that the paint has thoroughly sealed the surface.

5. Paint, repaint or finish of existing painted surfaces altered, defaced, or damaged as a result of work of this Contract.
6. Paint site items which are not prefinished, including posts, screens, panels, bollards, supports, rails, and other similar improvements.
7. Unpainted or unfinished exposed building components, pipes, and conduit, including sprinkler piping, and metal ductwork, which run exposed across finished or painted surfaces.

B. Items Not Included in This Section:

1. Factory and shop-prefinished items as specified in various Sections.
2. Painting specified elsewhere and included in respective Sections, including but not necessarily limited to shop priming.

WORK NOT TO BE PAINTED UNLESS OTHERWISE INDICATED

- C. Exposed exterior concrete and concrete slab surfaces, except as noted.
- D. Unfinished masonry, except where noted.
- E. Pre-finished casework and other factory and shop-prefinished items as specified in various Sections.
- F. Finish hardware except prime coated items.
- G. Items typically not to be painted including, but not limited to, the following:
 1. Glass.
 2. Ceramic tile.
 3. Membrane roofing.
 4. Safety nosings.
 5. Resilient floor covering and base.
 6. Carpet.
 7. Pre-finished paneling.
 8. Plastic laminate.
 9. Porcelain enamel.
 10. Vinyl wallcovering, except where noted.
- H. Aluminum doors, windows, frames, and railings.
- I. Items of chromium, copper, nickel, brass, bronze, or stainless steel.
- J. Surfaces in concealed areas such as furred spaces.
- K. Tops of gravel stop flanges (including priming) where roofing material will be adhered to.
- L. Piping or conduit including brackets and similar items therewith running on or across unpainted or otherwise unfinished walls or ceilings.
- M. Galvanized gratings, recessed foot grilles, and thresholds.

- N. Structural steel scheduled to receive fireproofing.

REFERENCES AND STANDARDS

- O. ASTM International (ASTM):

1. D523: Standard Test Method for Specular Gloss.
2. D4263: Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
3. D6386: Standard Practice for Preparation of Zinc (Hot-Dip Galvanized) Coated Iron and Steel Product and Hardware Surfaces for Painting.
4. D7396: Standard Guide for Preparation of New, Continuous Zinc-Coated (Galvanized) Steel Surfaces for Painting.

- P. Master Painters Institute (MPI):

1. Architectural Painting Manual Guide Specification.

- Q. The Association for Materials Protection and Performance (AMPP):

1. SSPC-Society for Protective Coatings/ National Association of Corrosion Engineers International (NACE):
 - SSPC-SP 1: Solvent Cleaning.
 - SSPC SP-10/NACE No. 2: Near-White Metal Blast Cleaning.
 - SSPC-SP 16: Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals.

ADMINISTRATIVE REQUIREMENTS

- R. Submittal Procedures:

1. Action Submittals and Informational Submittals shall be submitted in accordance with District for review as requested.
2. Closeout Submittals shall be submitted as requested by District.

ACTION SUBMITTALS

- S. Product Data: Submit list and complete descriptive data of products proposed for use. Include manufacturer's specifications, published warranty or guarantee, and application instructions.

- T. Samples: District requests color match to the existing buildings.

1. Appropriately label and identify each sample, including location and application. Include manufacturer's name, color number, and gloss units.
2. Prepare on 8 inch x 10 inch card stock for selected colors and finishes.
3. Submit sufficiently ahead of work progress to allow for color board assembly and distribution.
4. Resubmit as requested until required sheen, color, and textures are approved.

INFORMATIONAL SUBMITTALS

- U. Statement of applicator qualifications.

CLOSEOUT SUBMITTALS

- V. Guarantee: Submit Subcontractor's guarantee.

MAINTENANCE MATERIAL SUBMITTALS

- W. At completion of the Work, deliver to Owner extra stock of paint of each color used in each coating material used.
- X. Containers shall be full, tightly sealed, and clearly marked.
- Y. Provide the following quantities:
 - 1. Field Colors: 1 five-gallon container.
 - 2. Accent Colors: 1 one-gallon container.

QUALITY ASSURANCE

- Z. Use only new materials and products.
- AA. Single-Source Responsibility:
 - 1. To the maximum extent practicable, select a single manufacturer to provide all materials required by this Section, using additional manufacturers to provide systems not offered by the selected principal manufacturer.
 - 2. For each individual system:
 - Provide primer and other undercoat paint produced by same manufacturer as finish coat. Use thinner within manufacturer's recommended limits.
- BB. Source Quality Control: Material shall be best grade products of type specified and listed below as regularly manufactured by these manufacturers. Materials not bearing manufacturer's identification as standard "best grade product" of their regular line will not be considered for use.
- CC. Materials, components, assemblies, workmanship, and installation are to be observed by the Owner's Project Inspector. Work not so inspected is subject to uncovering and replacement.
- DD. Materials and application procedures shall comply with local, state, and federal air pollution control regulations.
- EE. Manufacturer's representative from coating supplier shall visit the site prior to application to review and approve the specified systems. Discrepancies or recommended changes shall be submitted to the District for consideration prior to finalization of submittal.
- FF. Site Application Mockup:

1. Prior to ordering materials and unless waived by the district in writing, the Contractor shall provide mockup areas for all colors, both interior and exterior, directly applied to the building for final color approval by the District.
2. Minimum Size:
Wall Areas: Finish a panel 8 feet long by full height of wall.
Finish a portion of other items as directed by District.
3. Provide up to 2 adjustments at no extra cost to the Owner.
4. Paint shall not be ordered or applied until such large scale sample(s) have been reviewed and approved by the District in writing. These requirements as described herein may be waived by the District in writing only.

DELIVERY, STORAGE AND HANDLING

- GG. Deliver undamaged products to job in manufacturer's sealed containers and/or original bundles with tags and labels intact.
- HH. Store materials in protected, clean, dry conditions off ground and in areas which will not interfere with the progress of the Work.
- II. Transport, store, and handle in strict accordance with the manufacturer's written recommendations and as specified below.
- JJ. Remove paint-soiled rags and waste from premises at end of each day's work or store in metal containers with metal covers.
- KK. Paint stored at site, shall be in separate structure not less than 60 feet from any other building or structure. Remove empty containers and soiled rags as they accumulate. At completion, remove structure, cleanup area, and leave in original condition.

FIELD CONDITIONS

- LL. Do not apply paints and coatings under conditions which jeopardize quality or appearance of painting or finishing.
- MM. Cover or otherwise protect finished work of other trades and surfaces not being painted concurrently or not to be painted.
- NN. Exterior:
 1. Comply with manufacturer's recommendations as to environmental conditions under which coatings and coating systems can be stored and applied.
 2. Do not apply exterior paint when air or surface temperature is under 50 degrees F or when air or surface temperature will be below 50 degrees F for 48 hours after painting.
 3. Do not apply immediately following snow, rain, dew or during foggy weather.
 4. Do not apply when temperature is over 85 degrees F except in protected or shaded areas.

OO. Interior:

1. Do not apply interior paint when air or surface temperature is below 50 degrees F unless temperature is maintained constantly.
2. Do not apply when ventilation is inadequate to maintain humidity lower than dew point of coldest wall.

PP. Use moisture meter for determining proper moisture levels of surfaces for painting.

QQ. Report to District in writing upon discovery of any prime coat painting specified in other Sections of Specifications that would prevent proper application of specified finish.

RR. Furnish, erect, and remove scaffolding and planks required for work under this Section. Conform to state and local codes, rules, and regulations.

EXISTING CONDITIONS

SS. Existing surfaces to be painted include:

1. Exterior wall surfaces, including fascia, trim.
2. Soffits and exterior ceilings including exposed roof framing.
3. Doors and frames, both wood and metal.
4. Window frames, trim and solid infill panels except unpainted or prefinished aluminum.
5. Exposed conduit, piping, brackets, supports, and similar metal fabrications.
6. Downspouts and gutters.
7. Parapet caps and exposed flashings.
8. Mechanical well walls, all surfaces.
9. Concrete foundation where exposed below painted wall surfaces.
10. Roll-up doors and frames.
11. Closure panels between relocatable buildings.
12. Enclosure walls, screen walls, equipment yards.
13. Other work as shown on the Drawings, specified, or as required for a complete Project.

GUARANTEE

TT. Contractor: Under conditions of its Guarantee under the Contract, paint colors shall be substantially unchanged and finishes shall maintain their original adherence without showing blisters, flaking, peeling, scaling, staining or unusual deterioration or other defects.

PART 2 - PRODUCTS

DESIGN AND PERFORMANCE CRITERIA

A. Sustainable Design:

1. VOC emissions for field-applied paints and coatings must comply with limits under acceptable use in the state of California.

MANUFACTURERS AND COATING PRODUCTS

- B. Products are specified under "Paint Systems" in Part 3 below and are manufactured by Kelly-Moore, except as otherwise indicated. Equivalent products to those scheduled manufactured by Sherwin-Williams, PPG Architectural Finishes, Glidden Professional, Benjamin Moore & Co., Dunn-Edwards, Vista, or equal, are acceptable.
- C. Materials selected for coating systems for each type surface shall be the product of a single manufacturer or shall be acceptable to manufacturer of finish coating for system.
- D. If more than one quality level of product type is marketed, use material of highest quality.

MIXING AND TINTING

- E. Deliver paints and stains ready mixed to jobsite. On-site color mixing or tinting will not be allowed.
- F. Each kind of coating for paint finishes shall be factory-mixed to match approved samples, colors, and ready for immediate application.
- G. Mix proprietary products in strict accordance with manufacturer's printed directions.
- H. Thinning, if permitted by manufacturer for a specific coating, shall be in accordance with manufacturer's instructions. Thinning of other products shall be in accordance with standard practice.

COLORS

- I. Color to match existing building and final color shall be approved by the district.
- J. District as necessary will prepare a color schedule with samples for guidance of painter and reserves right to select, allocate, and vary colors on different surfaces throughout building.

PART 3 - EXECUTION

EXAMINATION

- A. Prior to the work of this Section, carefully inspect and verify that the installed work of all other trades is complete to the point where this work may properly commence.
- B. Verify that painting may be performed in accordance with the approved design.
- C. In the event of discrepancy, immediately notify District. Do not proceed in discrepant areas until discrepancies have been fully resolved.

PREPARATION

- D. General:

1. Surface preparation and product application shall be in accordance with manufacturer's printed instructions.
2. In addition to prime coats indicated (primer, sealer, filler, undercoat), use two finish coats minimum, and additional coats as required for complete coverage and good appearance of scheduled finish coat.
3. Surfaces to receive new finish shall be properly prepared prior to application of finish coatings.
4. Do not apply paint, enamel, stains, or varnishes to wet, damp, dusty, finger-marked, rough, unfinished, or defective surfaces until such defects have been corrected.

E. Wood - Interior:

1. Thoroughly sandpaper and dust off woodwork; putty nail holes, cracks, and other defects after first coat to match color of paint. Putty where finish will be clear.
2. First coat on wood surfaces shall be sanded smooth. Other coats, except finish coat, shall be lightly sanded and dusted before and between each coat.
3. Smoothing, rubbing and sand-papering shall be sufficient to insure good results. Sand down all raised grain or rough surfaces and re-coat. Knots, pitch pockets and sappy portion of wood, all nail holes, cuts, cracks, and other defects in wood shall have any necessary extra treatment to provide proper paint base.

F. Wood – Exterior:

1. Surfaces shall be dry and free of grease and splatters.
2. Rough surfaces shall be sanded smooth. Do not sandpaper resawn surfaces.
3. At opaque finish, fill nail holes, cracks, open joints, and other defects with filler after priming coat has dried. Exposed nail heads shall be spot primed.
4. Avoid painting surfaces while exposed directly to hot sun.
5. Smooth surfaces shall be sanded thoroughly to allow proper penetration and adhesion. Areas exhibiting tannic acid staining shall receive two coats of primer waiting 24 hours between coats. Sand and prime as soon as possible after installation to avoid UV degradation of unpainted wood surface.
6. Mildew, if present, shall be removed by scrubbing with a commercial mildew wash in accordance with manufacturer's directions.

G. Metals-General:

1. On metal work, only such sanding will be required as is necessary to provide for complete bonding of coats.
2. Steel and ironwork shall be scraped clean of scale, and rust and any grease shall be entirely removed.
3. Touch-up scratched and damaged places on metal priming coats.
4. Galvanized or zinc-coated metal shall be given an approved acid treatment 48 hours before paint is applied.
5. Prep and prime coat factory or shop primed metal products, including metal doors and frames, exposed framing, and other exposed metal if material was not shop primed.

6. Metal surfaces receiving epoxy coatings shall have stripe coat applied at all welds, edges, joints, etc., with epoxy primer prior to application of primer.

H. Metals–Galvanized Surfaces:

1. Surfaces shall be cleaned, and profiled where specified, prior to receiving applied coatings in accordance with ASTM D6386 or ASTM D7396 for sheet products.
Methods shall be selected based on age of galvanized coating, condition of surface and intended paint coating.
Care shall be taken not to damage the zinc coating.
Do not use phosphate treatment on galvanized surfaces scheduled to receive zinc-rich primers.
2. Comply with additional recommendations included in the AGA document “Duplex Systems: Painting Over Hot Dip Galvanized Steel.”
3. Comply with any additional procedures required by the coating manufacturer.

I. Concrete:

1. Cracks, gaps, hollow areas, bug holes, honey combs, voids, fins, form marks and other protrusions or rough edges are to be ground or stoned to provide a smooth continuous surface.
2. Imperfections may require filling.
Patch concrete areas with cracks, gaps, hollow areas, or other imperfections with compatible material to provide smooth continuous surface.
Material shall be compatible with and as recommended by the coating manufacturer.
3. Moisture Content:
Prepared surfaces shall not be painted until they have completely cured and have stabilized moisture content within limits required by the coating manufacturer.
Testing for Moisture Vapor Emission Rate (MVER) shall be performed to verify suitability using a moisture meter, Delmhorst or equal, or method described in ASTM D4263.
4. Surface shall be reviewed by District after surface preparation is complete and prior to application of primer. Additional patching and/or grinding necessary to provide a visually acceptable surface after application of paint coatings shall be accomplished at no additional cost.

J. Surfaces that cannot be prepared or painted as specified, or to level required by the coating manufacturer, shall be immediately brought to the attention of the District, in writing.

1. Starting of work without such notification will be considered acceptance by the Contractor of surfaces involved.
2. Replace unsatisfactory work caused by improper or defective surfaces, as directed by District.

REPAINTING EXISTING INTERIOR SURFACES

- K. Interior surfaces required to be repainted, except acoustic tile, shall be prepared as follows.
 - 1. Wash clean with solution of trisodium phosphate in water and thoroughly rinse or wash with approved self-neutralizing detergent.
 - 2. Spackle, patch, sandpaper, repair, spot or partially prime to provide "hold out" for finish coats of paint and otherwise properly prepare as necessary to provide suitable surfaces, reasonably equal to new, over which to apply specified paints.
- L. Wall Covering:
 - 1. Check wall covering for adhesion. Loose seams and/or edges shall be reattached prior to painting.
 - 2. Holes, cracks, and imperfections shall be filled flush with surface.

REPAINTING EXISTING EXTERIOR SURFACES

- M. General:
 - 1. Exterior surfaces required to be re-painted, shall be power washed with surfactant, followed by rinsing to remove all loose coatings, chalk, dirt, efflorescence, oils, and other contaminants that would inhibit bond of new coating.
 - 2. Mold or mildew shall be treated with bleach solution followed by thorough rinsing.
 - 3. Protect openings into interior spaces during power washing including louvers, vents, vent screeds, grilles, to prevent water from entering interior areas including, attics and soffits.
- N. Ferrous Metal: Steel framing, metal doors and frames, louvers, metal ductwork, and similar Items:
 - 1. Remove all flaking, peeling and poorly bonded coatings, including rust from metal surfaces using power tool sanders or equivalent equipment. Feather edge remaining coatings.
 - 2. Solvent scrub with MEK, all exposed bare metal, shop applied pretreatment and chalked coatings.
 - 3. Spot prime exposed bare metal and metal pre-treatment prior to application of specified prime coat.
- O. Galvanized Metal: Down spouts, wall caps, and Other Exposed Galvanized Metal.
 - 1. Remove all loose, flaking, or peeling coatings by scraping, chipping, or sanding. Feather all rough edges by sanding.
 - 2. Apply phosphoric acid etch pre-treatment to exposed galvanized metal.
- P. Plaster and Concrete Masonry:
 - 1. Remove loose coatings using hand or power tools.

2. Patch plaster areas where original material has cracked, spalled, or otherwise been removed with compatible material. Fill areas completely to provide smooth, even surface for refinishing. Spot prime patches prior to proceeding.
3. Patch masonry joints with cracks or missing material with compatible materials.

Q. Wood Siding and Trim:

1. Remove loose, flaking, or peeling coatings by scraping, chipping, or sanding. Feather rough edges by sanding.
2. Surfaces that exhibit moderate to heavy chalk deposits shall be thoroughly cleaned to sound substrate by wire brushing, sanding, or power washing.
3. Spot prime bare wood, exposed nail, and fastener heads prior to application of specified prime coat.
4. Glossy surfaces shall be dulled by sanding. Crystalline deposits shall be removed by flushing with water from a hose.
5. Mildew, if present, shall be removed by scrubbing with a commercial mildew wash in accordance with manufacturer's directions.

R. Concrete:

1. Existing exposed concrete scheduled to receive new finish shall be pressure washed or scrubbed to completely remove all bond breakers and oils.
2. Remove loose coatings not removed by pressure washing using hand or power tools.
3. Efflorescence to be removed following procedures recommended by the paint manufacturer.
4. Cracks, gaps, hollow areas, bug holes, honey combs, voids, fins, form marks and other protrusions or rough edges are to be ground or stoned to provide a smooth continuous surface.
5. Imperfections may require filling.
Patch concrete areas with cracks, gaps, hollow areas, or other imperfections with compatible material to provide smooth continuous surface.
Material shall be compatible with and as recommended by paint manufacturer.
6. Test for moisture as specified for new concrete.
7. Surface shall be reviewed by District after patching is complete and primer is applied. Additional patching and/or grinding necessary to provide a visually acceptable surface shall be accomplished at no additional cost.

- S. Casework to be Refinished: For painted casework, refer to Article 3.2. For lacquer or varnish systems, sand all exposed surfaces and both sides of all doors thoroughly.

CAULKING

- T. Caulk all cracks in finished surfaces.
- U. Seal around any wall openings where original sealant is not fully sealing.
- V. Provide sealant at material transitions and intersections as required.

PROTECTION

- W. Hardware, fixture canopies, outlet covers, switch plates and other such items shall be removed or loosened and replaced after completing work as required for painting and finishing. Protect items until reinstalled.
- X. Protect work and work of others during progress against damage. Leave such work clean and whole. Correct damage by cleaning, repairing, replacing, or repainting as directed.
- Y. Provide necessary drop cloths for protection of work. Cover finished surfaces adjacent to work.

APPLICATION

- Z. General:
 - 1. Do not apply initial coating until moisture content of surface is within limitations recommended by paint manufacturer.
 - 2. Apply coatings in accordance with manufacturer's recommendations and the additional requirements, as applicable, of the Architectural Painting Manual Guide Specifications for application methods and paint systems.
 - 3. Flow coat on evenly and well brushed in. Should dead spots occur, touch-up before next coat is applied. Should spots or cracks burn through after final coat is applied, apply additional coats to entire surface as necessary to remedy defects.
 - 4. Rate of application shall be within limits recommended by paint manufacturer for surface involved.
- AA. Thicknesses: Rate of application shall be within limits recommended by paint manufacturer for surface involved and comply with the following.
 - 1. Paint materials shall be applied in manner to average 1.5 to 3 Dry Mills in thickness for the total number of coats scheduled.
 - 2. Provide Tooke Dry Mill Coating Inspection Gauge manufactured by Micro Metrics Company to the Project Inspector for inspection of finished coating systems, if requested.
- BB. Refinish whole area where portion of finish is not acceptable.
- CC. Adjust natural finishes as necessary to obtain identical appearance on veneers and solid stock.
- DD. Equipment adjacent to walls shall be disconnected, using workers skilled in appropriate trades, and moved to permit wall surfaces to be painted. Following completion of painting, they shall be expertly replaced and reconnected.
- EE. Top and bottom edges of all doors shall receive same paint system finish required for door faces.
- FF. Do not paint over fire-rating labels, fusible links, or sprinkler heads.

DEFECTIVE WORK

- GG. Painter shall be responsible for damage or unsuitable work, including that caused by improperly prepared surfaces. Refinishing shall be at no cost to the Owner. Repair work damaged during construction; touch-up or refinish as necessary any abraded, stained or otherwise damaged surfaces.

CLEANING AND PROTECTION

- HH. Thoroughly clean any drips, splatters, spills, splashes, etc., from walls, floor, or other surfaces, with no damage to those surfaces.
- II. Protect work and materials of this Section prior to and during installation, and protect the installed work and materials of other trades.
- JJ. In the event of damage, make all repairs and replacements necessary to the approval of the District at no additional cost to the Owner.

PAINT SYSTEMS

KK. General:

1. Only major areas are scheduled, but miscellaneous and similar items and areas within room or space shall be treated with suitable system.
2. This Specification shall serve as guide and is meant to establish procedure and quality. Confer with the District to determine exact finish desired.
3. Number of coats scheduled is minimum. Additional coats shall be applied at no additional cost as required to hide base material completely, produce uniform color, and provide required and satisfactory finish.

- LL. Gloss and Sheen Ratings: Paint gloss shall be defined as the sheen rating of applied paint, in accordance with the following limits in conformance with Master Painters Institute, Inc. (MPI) Standards according to ASTM D523. Not all of the Gloss Levels are necessarily scheduled or used on this Project.

Gloss Level	Description	Units @ 60 degrees	Units @ 85 degrees
G1	Matte or Flat finish	0 to 5	10 max.
G2	Velvet finish	0 to 10	10 to 35
G3	Eggshell finish	10 to 25	10 to 35
G4	Satin finish	20 to 35	35 min.
G5	Semi-Gloss finish	35 to 70	
G6	Gloss finish	70 to 85	

Gloss Level	Description	Units @ 60 degrees	Units @ 85 degrees
G7	High-Gloss finish	> 85	

MM. Clarification of System Terminology:

1. Interior paint Systems are specified and identified herein by initial letters "INT."
2. Exterior paint Systems are specified and identified herein by initial letters "EXT."
3. The numbers following "INT" and "EXT" for each System identifies the substrate to be coated.
4. Initial numbers for each System identify the substrate to be coated summarized as follows with further clarification included with the System description:

CODE	DESCRIPTION
3.1	Concrete
3.2	Cement Plaster
4	Masonry
5	Metal
6	Wood
9.2	Gypsum Board
9.3	Acoustical Panels and Tile

5. The letter following substrate number identifies the general finish coat chemistry summarized as follows:

CODE	DESCRIPTION
A	Standard acrylic
B	Non-bridging vinyl acrylic
C	Epoxy-like acrylic
D	Semi-transparent stain
E	Elastomeric
F	High performance epoxy-like acrylic
G	Lacquer
H	Aliphatic urethane
I	Fire Retardant Intumescent

CODE	DESCRIPTION
J	Acrylic Urethane
K	PVA primer
L	Acrylic primer
M	Premium performance acrylic polymer

6. Hyphenated suffix identifies the topcoat gloss level.

THE FOLLOWING INTERIOR AND EXTERIOR SYSTEMS ARE BASED ON KELLY-MOORE PRODUCTS EXCEPT AS OTHERWISE NOTED

INTERIOR PAINTING SYSTEMS

INT 6.3A-5 Acrylic on Millwork and Wood Doors - Gloss Level 5		
1 coat	973 AcryPlex	Acrylic Primer (if not shop primed)
2 coats	1050 Premium Professional	Latex Semi-Gloss
INT 6.4A-5 Acrylic on Plywood - Gloss Level 5		
1 coat	973 AcryPlex	Acrylic Primer
2 coats	1050 Premium Professional	Latex Semi-Gloss

EXTERIOR PAINTING SYSTEMS

EXT 6.3A-5 Acrylic on Dressed Lumber - Gloss Level 5		
1 coat	255 AcryShield	100% Acrylic Wood Primer
2 coats	1215 Premium Professional	100% Acrylic Semi-Gloss

THE FOLLOWING INTERIOR AND EXTERIOR SYSTEMS ARE BASED ON PRODUCTS BY SHERWIN-WILLIAMS UNLESS OTHERWISE NOTED. REVIEW WITH S-W REP TO CONFIRM PRODUCT SELECTIONS.

INTERIOR PAINTING SYSTEMS

INT 6.3A-5 Acrylic on Millwork and Wood Doors - Gloss Level 5		
1 coat	“PrepRite” “ProBlock” B51-600 Series	Latex Primer/Sealer (if not shop primed)
2 coats	“Pro Industrial” B66-650 Series	Acrylic Semi-Gloss

Exhibit B

BID FORM

Sealed Bids will be received at the Rocklin Unified School District Office located at 2615 Sierra Meadows Drive, Rocklin CA 95677, until 1:00 PM on March 4, 2024.

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

Rocklin High School (RHS) "R" Portables Painting Project

all in strict conformity with the drawings and specifications and other Contract Documents, including addenda nos. _____, _____, _____, and _____, on file.

BID TOTAL:

Item #	Description	Total
1	RHS "R" Portables Painting (13 buildings)	
2	10% Owners Contingency	
	Bid Total	

Bid Price Valid for 60 Days

_____ Dollars and _____ Cents. (\$_____).

1. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.
2. The following forms are to be submitted with the bid. Failure to submit these forms may render the bid non-responsive:
 - Bid Form
 - Non-Collusion Declaration
 - List of Subcontractors Form
 - Bid Bond or Bid Guarantee Form
 - Work Hours and Safety Standards
 - Experience & Qualifications
3. It is understood and agreed that if written notice of the acceptance of this bid is mailed, emailed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and

deliver to the District the Contract attached hereto in accordance with the bid as accepted. The undersigned will also furnish and deliver to the District an executed Contractor, the Performance Bond and Payment Bond for Public Works as specified, and any other required documents all within five (5) business days after Notice of Intent to Award. The work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, on the date to be stated in the District's Notice to the Contractor to Proceed and shall be completed by the Contractor in the time specified in the Contract Documents.

4. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____ Class of license _____ DIR Registration No. _____.

I, _____, the _____ of the bidder, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the bidder in connection with this bid and all of the representations made herein are true and correct.

Executed on this _____ day of _____, 2024 at _____ County, California.

Name of Bidder _____

By _____

Signature of Bidder

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

Business Address: _____

Place of Residence: _____

Telephone: () _____

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company],
the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this:

_____ day of _____

City of _____ State of _____

Signed: _____

Title: _____

LIST OF SUBCONTRACTORS FORM

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.,) and any amendments thereof, each Bidder shall set forth below: (a) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

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

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate

LIST OF SUBCONTRACTORS FORM

Scope of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	DIR Registration Number*	<i>E-Mail & Telephone*</i>

Name of Bidder: _____

Date _____

Signature of Bidder Representative: _____

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Rocklin Unified School District (hereafter called "District") in the sum of _____ (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of:

Rocklin High School (RHS) "R" Portables Painting Project

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after the date of the Notice of Intent to Award (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

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

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By _____
Principal's Signature

Typed or Printed Name

(Corporate Seal)

Principal's Title

By

Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate)

Surety's Name

Surety's Address

Surety's Phone Number

BID GUARANTEE FORM
(Use only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the _____ School District or a certified check payable to the order of the Rocklin Unified School District in an amount equal to ten percent (10%) of the base bid and alternates (\$_____).

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

Bidder

CERTIFICATION REGARDING WORK HOURS AND SAFETY STANDARDS

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The undersigned subcontractor certifies it will comply with the contract work hours and safety standards act:

- No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- In the event of any violation of the clause set forth in first paragraph of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States Department of Labor for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in first paragraph of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in first paragraph of this section.
- The United States Department of Agriculture shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- The contractor or subcontractor shall insert in any subcontracts the clauses set forth in previous paragraphs of this section and also a clause requiring the subcontractors to include These clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in previous paragraphs of this section.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

EXPERIENCE QUALIFICATIONS

The Bidder has been engaged in the contracting business, under the present business name for _____ years. Experience in work of a nature similar to that covered in the Bid extends over a period of _____ years.

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

The following contracts have been satisfactorily completed in the last three years for the persons, firm or entity indicated:

Year	Owner	Type of Work	Contract Amount

Executed on _____, at _____, _____

BIDDER

Company Name: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement between Owner and Contractor (“Agreement”) is entered into effective upon receipt of fully executed contract between the Rocklin Unified School District, Placer County, California (“Owner”) and _____ (“Contractor”), with Owner and Contractor each a “Party” and together the “Parties” to this Agreement.

Contractor and Owner agree as follows:

1. SCOPE OF WORK. Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, all in strict compliance with the Contract Documents, required for construction of the Project (the “Project”) described below and as more fully described in the attached exhibit “A”:

Project: Rocklin High School (RHS) “R” Portables Painting Project

Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, transportation, and other facilities and services necessary for the proper execution and completion of the Project. The Contractor shall at all times enforce strict discipline and good order among Contractor’s employees and subcontractors and shall not employ on the Project anyone not skilled in the task assigned. Any employee of Contractor or employee of Contractor’s subcontractors, suppliers or materialmen Owner deems not skilled for the task assigned shall, upon Owner’s request, be dismissed from the site.

2. EXAMINATION OF SITE. Contractor has visited the site and investigated the conditions on, in, out and about the site, including any buildings, which might affect the progress of the Project and is satisfied as to those conditions. No claim for money or time will be allowed as to such matters.

3. CONTRACT DOCUMENTS. The Contractor and Owner agree that the Contract Documents are composed of this Agreement, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors, Noncollusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code Section 2810), the Fingerprinting Notice and Acknowledgment, Independent Contractor Student Contact Form, any required bonds, and any specifications and plans. If there are specifications and plans, the specifications and plans are intended to cooperate, so that any work exhibited in the plans and not mentioned in the specifications, or vice versa, is to be executed the same as if both mentioned in the specifications and set forth in the plans to the true intent and meaning of the said plans and specifications, when taken together. The Contract Documents are

complementary, and each obligation of the Contractor, subcontractors, and material or equipment suppliers in any one shall be binding as if specified in all. Where requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Contractor shall comply with all applicable Federal, State and local laws. The work shall constitute a “work of improvement” under Civil Code Section 8050 and Public Contract Code Section 7107.

4. COMPLETION DATE. The work to be completed under this Agreement shall begin no earlier than June 6, 2024, after fully executed contract is received, all work is to be completed on or before August 2, 2024 (the “Completion Date”) weather permitting.

5. CONTRACT SUM. The Contract Sum is the total amount payable by Owner to Contractor for the performance of work under the Contract Documents. The Contract Sum is _____ Cents (\$ _____), unless modified in accordance with the Contract Documents.

6. CONTRACTOR’S LICENSE, REGISTRATION AND COMPLIANCE MONITORING. In accordance with Section 3300 of the Public Contract Code, Contractor has a Class A; Class B; C-33, which shall be maintained in good standing for the duration of Contractor’s work on the Project. Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Owner shall not enter into any contract without proof of the Contractor’s current registration to perform public work under Labor Code Section 1725.5. The Contractor shall not enter into any subcontract without proof of the subcontractor’s current registration to perform public work under Labor Code Section 1725.5. A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code) unless currently registered and qualified under Labor Code Section 1725.5 to perform public work.

7. LIQUIDATED DAMAGES. Failure to complete the Project within the time and in the manner provided for in this Agreement shall subject the Contractor to liquidated damages. For purposes of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the Parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the time specified: \$150, for each calendar day by which completion of

the Project is delayed beyond the Completion Date, as adjusted by change orders.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

8. EARLY COMPLETION. Regardless of the cause therefore, the Contractor may not maintain any claim or cause of action against the Owner for damages incurred as a result of its failure or inability to complete its work on the Project in a shorter period than established in this Agreement, the Parties stipulating that the period established in this Agreement is a reasonable time within which to perform the work on the Project.

9. PAYMENT. Owner will pay Contractor on a monthly basis for services satisfactorily performed after receipt of properly documented and submitted applications for payment. On or before the fifth day of each month, Contractor shall submit to Owner an itemized application for payment in the format supplied by the Owner indicating the amount of work completed since commencement of the work or since the last progress payment, as applicable. These applications shall be supported by evidence which is required by this Agreement and such other documentation as the Owner may require. The Contractor shall certify that the work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to submit a detailed schedule of values upon request of the Owner and in such detail and form as the Owner shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments. For each accepted payment, five percent (5%) shall be withheld and retained by the Owner, and the remainder shall be paid to the Contractor.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full. Owner may withhold payment and/or retention, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of: (a) Defective work not remedied; (b) Stop Payment Notices filed, unless the Contractor at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claim and which Owner chooses to accept. 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. The surety insurer, at the time of issuance of the bond, unless

otherwise agreed to by Owner in writing, must have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner; (c) Liquidated damages assessed against the Contractor; (d) Reasonable doubt that the work can be completed for the unpaid balance of any Contract Sum or by the completion date; (e) Damage to the Owner, another contractor, or subcontractor; (f) Unsatisfactory prosecution of the work by the Contractor; (g) Failure to store and properly secure materials; (h) Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents; (i) Failure of the Contractor to maintain record drawings; (j) Erroneous estimates by the Contractor of the value of the work performed, or other false statements in an Application for Payment; (k) Unauthorized deviations from the Contract Documents; or (l) Failure of the Contractor to prosecute the work in a timely manner in compliance with established progress schedules and completion dates; (m) Subsequently discovered evidence or observations nullifying the whole or part of a previously issued payment; (n) Failure to pay subcontractors or materialmen; (o) Breach of any provision of the Contract Documents. Owner's failure to withhold any of these sums from a progress payment and/or retention shall not constitute a waiver of Owner's right to such sums.

If the Owner accepts any work or makes any release of payment payments or retention under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

In accordance with Public Contract Code Section 22300, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such retention monies to the Contractor. Upon completion of the work, the securities shall be returned to the Contractor if Owner has no basis to withhold under the Contract Documents. Securities eligible for investment under this Section shall include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be substantially similar to the form set forth in Public Contract Code Section 22300.

10. CHANGE ORDERS. The Contractor and the Owner agree that changes in the Project to be done under this Agreement and any plans and specifications shall become effective only when written in the form of a change order approved and signed by the Owner and the Contractor. It is specifically agreed that the Owner shall have the right to request any alterations, deviations, reductions, or additions to the Project and the amount of the cost thereof shall be added to or deducted from the amount of the Contract Sum by

fair and reasonable valuations. Contractor also agrees to provide the Owner with all information requested to substantiate the cost of the change order and to inform the Owner whether the work will be done by the Contractor or by a subcontractor.

This Agreement shall be deemed to be completed when the Project is finished in accordance with this Agreement, and any original plans and specifications as amended by such changes.

The Contractor shall submit with the proposed change order its request for time extension (if any), and include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the Project. The time extension shall be agreed to by the Parties and memorialized by a written change order prior to initiation of the work contemplated by the change order.

11. DISPUTES. If a dispute arises between the Owner and the Contractor as to an interpretation of any of the specifications or Contract Documents or as to the quality or sufficiency of materials or workmanship, the decision of the Owner shall for the time being prevail, and the Contractor, without delaying the job, shall proceed as directed by the Owner without prejudice to a final determination of the dispute.

12. CLAIMS. "Claim" for this purpose means a separate demand 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 this Agreement, for which payment is expressly provided, or the Contractor is otherwise entitled to, or an amount the payment of which is disputed by the Owner. Notwithstanding any other provision herein, Claims shall be handled pursuant to the procedures set forth in Public Contract Code Section 9204, including claim, written response, payments, meet and confer conference, statement of disputed and undisputed portions after the meet and confer conference and non-binding mediation, and Government Code claim provisions. Owner may request additional documentation from Contractor to be provided within applicable time periods, and Owner and Contractor shall reasonably cooperate to schedule and attend mediation as soon as reasonably possible.

As a precedent to initiation of any litigation against the Owner, Contractor must observe and comply with the Government Code claim procedures in Government Code Sections 901 et seq. after completion of the claim procedures above, including but not limited to timely presentation of a Government Code claim. The claim procedures described herein do not supersede or replace the requirement of a Government Code claim, and the two claim procedures shall be sequential. The requirement for mediation shall not toll or supersede the requirement for submission of a Government Code claim. If Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, then Contractor will have waived all rights to further pursue the Claim. The parties shall reasonably cooperate to schedule and attend mediation as soon as reasonably possible.

13. TERMINATION. If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor or any of Contractor's subcontractors should violate any of the provisions of the Agreement, or if Contractor should refuse or fail to supply enough properly skilled workmen or proper materials, or if Contractor violates Labor Code Section 1771.1(a), subject to the provisions of Labor Code Section 1771.1(f), or should fail to make prompt payment to subcontractors or for material or labor, or disregard laws, ordinances or the instructions of the Owner, then the Owner may serve written notice upon the Contractor of its intention to terminate the Agreement. Unless, within five (5) days after the serving of such notice, such violations shall cease and satisfactory arrangements for corrections thereof be made, the Agreement shall, upon the expiration of said five (5) days, at the Owner's option, terminate.

The Owner may then take over the Project and prosecute the same to completion by any method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor shall be liable to the Owner for any excess cost occasioned the Owner thereby. In such event, the Owner may without liability for so doing, take possession of and utilize in completing the Project, such materials, appliances and other property belonging to the Contractor as may be on the site of the Project and necessary therefore. In such case the Contractor shall not be entitled to receive payment until the Project is finished. If the Contract Sum exceeds the expense of finishing the Project, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed the Contract Sum, the Contractor shall pay the difference to the Owner.

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall (1) cease operations as directed by the Owner in the notice; (2) take actions necessary, or that the Owner 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. In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for work executed, and costs incurred by reason of such termination.

14. SUBCONTRACTORS. If Contractor shall subcontract any part of the work, Contractor shall be fully responsible to Owner for acts or omissions of Contractor's subcontractors. 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 California Labor Code Sections 1777.1 or 1777.7.

15. PREVAILING WAGES. The Project is a public work, the Work shall be performed as a public work and under California Labor Section Code 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 to execute this Contract. 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 the Owner'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 hereby adopted by reference and shall be effective for the life of this Agreement 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. Contractor shall post on site all required job site notices as prescribed by regulation.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) 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 thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

Pursuant to Labor Code Section 1776, 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 this Contract or any subcontract thereunder, 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 the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. Contractor and subcontractors shall comply with Labor Code Section 1776.

16. WORKING HOURS. In accordance with the provisions of California Labor Code Sections 1810 to 1815, inclusive, the time of service of any worker employed by the Contractor or a subcontractor doing or contracting to do any part of the work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner

forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

17. APPRENTICES. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

18. DSA OVERSIGHT PROCESS. The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

19. FORCE MAJEURE. The Parties shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the Government when satisfactory evidence thereof is presented to the other Party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the Party not performing. A Contractor seeking an extension of time as a result of the above

enumerated acts, must present the request for an extension of time to the Owner within fifteen (15) calendar days of the commencement of the act causing the delay. A Contractor's failure to provide notice of a request for an extension of time may result in denial of the request.

20. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor and its Subcontractors shall defend and indemnify the Owner, any construction manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Governing Boards, members of the Governing Boards, and directors ("Indemnitees"), from and against claims, actions, liability, damages, losses, and expenses (including, but not limited to, attorneys' fees and costs including fees of consultants) alleged by third parties arising out of or resulting from performance of the work by Contractor or its subcontractors; 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, its suppliers, 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 indemnified 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. This obligation to defend and indemnify includes any claims or actions by third parties arising out of or resulting from Labor Code Section 2810. Contractor and its subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor and its subcontractors. The scope of Consultant's duty to indemnify also includes losses arising from or otherwise related to exposure to COVID-19.

In the event Contractor brings hazardous materials on the Project site, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of Contractor's generation of hazardous material on the Project site. In addition, the Contractor shall defend and indemnify the Indemnitees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Project Site, except to the extent the claims, damages, losses, costs, or expenses were caused by Indemnitees' active negligence, sole negligence or willful misconduct.

21. ASSUMPTION AND WAIVER. In providing the Services, Consultant agrees to follow all local, state, and federal guidelines regarding human protection from COVID-19, including but not limited to social distancing, face coverings, and health screening.

Consultant assumes all risks, known and unknown, as a result of the Services, including risks from the Coronavirus. To the fullest extent permitted by law, Consultant releases District, its governing board, members of its governing board, agents, officers, and employees, from and against all claims and causes of action, for any injury or harm of any kind which may arise from the Services, including the risks from COVID-19

22. INSURANCE.

a. **Comprehensive General Liability and Automobile Insurance.** Without limiting Contractor's indemnification, it is agreed that Contractor shall maintain in force at all time during the performance of this Agreement the policies of insurance hereinafter described. Contractor shall secure and maintain in force during the term of this Agreement a comprehensive general liability and automobile policy utilizing an occurrence policy form, with combined single limits of One Million dollars (\$1,000,000) or One Million dollars (\$1,000,000) per person, One Million dollars (\$1,000,000) per accident. Property damage limits shall be One Million dollars (\$1,000,000) per loss. The Owner shall be named as an additional insured on the policies by endorsements that shall be attached to the Agreement as proof of insurance. Contractor shall produce the policy for Owner at Owner's request.

Written notification by the carrier to the Owner at least thirty (30) days prior to cancellation, failure to renew, or other termination, is required.

Certificates of insurance shall clearly state that the Owner is named as an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner and any other insurance carried by the Owner with respect to the matters covered by such policy be excess and non-contributing.

Contractor will, at its own expense, maintain coverage in conformance with above requirements. Certificates of insurance evidencing the existence of coverage shall be filed with the Owner prior to commencement of work.

b. **Workers' Compensation.** Contractor shall maintain a policy of workers' compensation insurance as required by Labor Code Section 3200 *et seq.* during the duration of this Agreement. Contractor shall waive all rights of subrogation against Owner for loss arising from work performed under this Agreement. A certificate evidencing this coverage shall be filed with the Owner prior to the commencement of work under this Agreement. Notification by the carrier to the Owner at least thirty (30) days prior to cancellation, failure to renew, or other termination, is required.

c. **Builder's Risk.** Unless provided by the Owner at Owner's sole discretion, Contractor, during the progress of the work and until final acceptance of the work by Owner upon completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable work included under the Contract Documents. This insurance shall insure

against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

23. WARRANTY PERIOD. The Contractor shall promptly correct any work found not to be in conformance with the Contract Documents for one year after Owner's written acceptance of the work. Contractor shall correct the work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the work if Owner provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to Owner's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this section shall survive acceptance of the work under the Contract and termination of the Contract.

24. ASSIGNMENT OF ANTI-TRUST CLAIM. Pursuant to Government Code Section 4552, 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 owner 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. § 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 the purchase 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. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with section 4550) of Division 5 of Title 1 of the Government Code, the assignor may, upon demand, recover from the Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses

incurred in obtaining that portion of the recovery.

25. SUBSTITUTIONS. No substitutions of materials from those specified in this Agreement or the specifications shall be made without prior written approval of the Owner.

26. SUPERVISION AND OWNER ACCESS. Contractor shall provide competent supervision of all persons on the job site. Contractor shall allow Owner access to the site at all times.

27. CLEAN UP, PROTECTION OF WORK AND PROPERTY. Contractor shall maintain site in a clean and safe condition, including the daily removal of flammable material. The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warnings against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from Owner, is permitted to act at its discretion to prevent such threatened loss or injury. If at Project completion, the site is not clean, Owner may clean the site and deduct the cost from the Contract Sum.

28. OCCUPANCY. Owner reserves the right to occupy buildings at any time before formal acceptance of contract completion and such occupancy shall not constitute final acceptance or approval of any part of the work covered by this Agreement, nor shall such occupancy extend the date specified for substantial completion of work.

29. ANTI-DISCRIMINATION. It is the policy of the Owner that there shall be no discrimination against any of Contractor's prospective or active employees engaged in the Project because of race, color, ancestry, national origin, sex or religious creed. Therefore, the Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the Contractor agrees to require like compliance by all subcontractors employed on the Project by Contractor.

30. INDEPENDENT CONTRACTOR. While engaged in carrying out the terms and conditions of the Contract Documents, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the Owner.

31. TESTS AND INSPECTIONS. Tests, inspections, and approvals of portions of the work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

32. INDEPENDENT TESTING LABORATORY. The Owner will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping

or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory or the Owner's representative and not by the Contractor. However, if Contractor requests that the Owner use a different testing laboratory and Owner chooses to approve such request, Contractor shall pay any additional shipping or transportation costs or expenses (mileage and hours). If Owner pays such additional costs or expenses instead of Contractor, then Owner may invoice such costs or expenses to the Contractor or withhold such costs or expenses from progress payments and/or retention.

33. ADVANCE NOTICE TO INSPECTOR OF RECORD. The Contractor shall notify the Inspector of Record a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The Contractor shall notify the Inspector of Record a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector of Record may arrange for the testing of the material at the source of supply.

34. TESTING OFF-SITE. Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the work.

35. ADDITIONAL TESTING OR INSPECTION. If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the work require additional testing, inspection, or approval not included under Section 30, the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in Section 43.

36. COSTS FOR RETESTING. If such procedures for testing, inspection, or approval under Sections 30, 31, 32, and 34 reveal failure of the portions of the work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and, among other remedies, can be withheld from progress payments and/or retention.

37. COSTS FOR PREMATURE TEST. In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from progress payments and/or retention.

38. TESTS OR INSPECTIONS NOT TO DELAY WORK. Tests or inspections

conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the work.

39. TRENCHES OR EXCAVATIONS GREATER THAN FOUR FEET BELOW THE SURFACE. Pursuant to Public Contract Code Section 7104, when any excavation or trenching extends greater than four feet below the surface:

The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, if any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

The public entity 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.

In the event that a dispute arises between the public entity 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 the Completion Date provided for by the Contract Documents, but shall proceed with all work to be performed under the Contract Documents. The Contractor shall retain any and all rights provided either by the Contract Documents or by law which pertain to the resolution of disputes and protests between the contracting Parties.

40. EXISTING UTILITY LINES; REMOVAL, RELOCATION. Pursuant to Government Code Section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the site at the time of commencement of construction under this Agreement with respect to any such utility facilities which are not identified in this Agreement, the plans and specifications. The Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall

compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

41. STORM WATER DISCHARGE PERMIT. If applicable, the Contractor 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 (warrant to be furnished by the Owner upon request by the Contractor, allow warrant processing time.): California State Water Resource Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, California 95812-1977. The Contractor may also call the State Water Board's Construction Activity Storm Water Hotline at (916) 657-1146. The Notice of Intent shall be filed prior to the start of any construction activity.

42. DISCOVERY OF HAZARDOUS MATERIALS. In the event the Contractor encounters or suspects the presence on the site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by California Health and Safety Code Section 25249.5, which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the Owner in writing, whether or not such material was generated by the Contractor or the Owner. The work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Contractor.

43. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

44. MISCELLANEOUS PROVISIONS.

44.1 **Assignment.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on any payment bond, the surety on any performance bond and the Owner.

44.2 **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Contractor and Owner and their respective successors and assigns.

44.3 **Severability; Governing Law; Choice of Forum.** If any provision of

this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Placer, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

44.4 **Amendments.** The terms of the Contract Documents shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties and approved or ratified by the Governing Board.

44.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate Superior Court in Placer County, California.

44.6 **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the company or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice. Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to this Agreement pursuant to Public Contract Code Section 9201.

44.7 **Entire Agreement.** The Contract Documents constitute the entire agreement between the Parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure Section 1856. Contractor, by the execution of this Agreement, acknowledges that Contractor has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

44.8 **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

44.9 **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

Rocklin Unified School District,
a California Public School District

Contractor

By: _____

By: _____

Jennifer Stahlheber
Name

Name

Its: Deputy Superintendent,
Business & Operations

Its: _____

Date: _____

Date: _____

CALIFORNIA CONTRACTOR'S
LICENSE NO.

LICENSE EXPIRATION DATE

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

For Internal Use Only:

Program/School/Department: _____

FUND	RESC	YEAR	OBJT	SO	GOAL	FUNC	SCH	BR	LO2	LO3