LA MESA-SPRING VALLEY SCHOOL DISTRICT

Purchasing Department
4750 Date Avenue
La Mesa CA 91942

BID NUMBER FB #V21/22-003

LMAAC Locker Room Crawlspace Abatement

Bids must be delivered to La Mesa-Spring Valley School District - Purchasing Department by 2:00 PM on February 25, 2022

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Bid Documents</td>
<td>January 21, 2022</td>
</tr>
<tr>
<td>Mandatory Site Visit</td>
<td>February 01, 2020 at 3:30 PM</td>
</tr>
<tr>
<td>Request for Clarification Deadline</td>
<td>February 04, 2022 by 2:00 PM IN WRITING</td>
</tr>
<tr>
<td>Addendum Deadline</td>
<td>February 15, 2022 by 6:00 PM POSTED ON WEBSITE</td>
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<tr>
<td>Bid Due Date</td>
<td>February 25, 2022 by 2:00 PM</td>
</tr>
<tr>
<td>District Board Meeting</td>
<td>March 01, 2022</td>
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</table>
NOTICE INVITING INFORMAL BIDS

Notice is hereby given that the governing board ("Board") of the La Mesa-Spring Valley Schools ("District") will receive sealed bids for the following project, LMAAC Locker Room Crawlspace Abatement, Bid No. V21/22-003. ("Project" or "Contract").

The Project consists of: All labor, materials equipment and services necessary to the selective demolition, abatement, and disposal of the existing hazardous insulation, miscellaneous items, and topsoil as indicated in the Drawings and Specifications. The project will involve the “Phasing” and barricading as indicated on the Plans and enumerated in these Specifications.

Contract Documents may be downloaded from the District’s website, https://www.lmsvschools.org/purchasing-services.

Sealed Bids will be received until 2:00 p.m., February 25, 2022, at the La Mesa-Spring Valley School District – Purchasing Department at 4750 Date Ave. La Mesa, CA 91942, after which time the bids will be opened and publicly read aloud via Zoom. The bid opening can be accessed at the following link or by going to www.Zoom.com, Selecting “Join a Meeting” and entering meeting ID 884-4049-1984:

https://us02web.zoom.us/j/88440491984

All bids shall be on the form provided by the District and must be responsive.

To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations and to possess one or more of the following State of California Contractor Licenses: A, B, C-12, C-36, ASB Certification, HAZ Certification. The Bidder’s license(s) must remain active and in good standing throughout the term of the Contract.

A mandatory pre-bid conference and site visit will be held on February 01, 2022, at 3:30 p.m. at 1001 Leland Street, Spring Valley CA 91977 at the front entrance of the school ("Site Visit"). All participants are required to sign-in. Failure to attend or tardiness will render bid ineligible. The Site Visit Certification will be provided at the end of the Site Visit and must be submitted with the Bid.

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

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

The Bidder and all Subcontractors under the Bidder shall comply with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol. Bidder shall further comply with the California Department of Public Health’s August 11, 2021, Order requiring workers on District sites to be fully vaccinated against COVID-19, or else subject to weekly testing for COVID-19.

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

END OF DOCUMENT
INSTRUCTIONS TO BIDDERS

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

La Mesa-Spring Valley Schools ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder’s bid may be rejected at the sole discretion of District.

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

   **LMAAC Locker Room Crawlspace Abatement ("Project")**.

2. District will receive sealed Bids from Bidders as stipulated in the Notice Inviting Informal Bids.

3. District will receive sealed bids from bidders as stipulated in the Notice Inviting Informal Bids.

   a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.

   b. Bids must be submitted to the La Mesa-Spring Valley School District – Purchasing Department, 4750 Date Avenue, La Mesa, CA 91942 by date and time shown in the Notice Inviting Informal Bids.

   c. Bids must contain all documents as required herein.

4. Bidders are advised that on the date that bids are opened, telephones will not be available at the District Offices for use by bidders or their representatives.

5. Bids will be opened at or after the time indicated for receipt of bids.

6. Bidders must submit Bids on the documents titled Bid Form and Proposal and must submit all other required District forms. Bids not submitted on the District’s required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.

7. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.

8. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.

9. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
a. Bid Bond on the District’s form, or other security.

b. Site Visit Certification.

c. Designated Subcontractors List.

d. Non-Collusion Declaration.

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

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

12. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of the Project, (“Subcontractor”) including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.

13. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.

   a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor’s license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

   b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:

      (1) The subcontractor is registered prior to the bid opening.
(2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

14. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice Inviting Informal Bids, then Bidders must submit the Site Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.

15. Bidders shall submit the Non-Collusion Declaration with their Bids. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.

16. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are available upon request at the District’s principal office. Prevailing wage rates are also available on the internet at http://www.dir.ca.gov.

17. NOT USED

18. NOT USED

19. NOT USED

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

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

c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;

d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;

e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;

f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Contract that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work “incidental” to completion of the Work.

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

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

h. **Conditions Shown in Reports and Drawings Supplied for Informational Purposes**: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:

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

(2) **Physical Conditions**: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.

(3) These reports and drawings are **not** Contract Documents and, except for any “technical” data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Contractor may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Contractor must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

21. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words “or equal.” Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor’s damages and/or claims related, in any way, to that Contractor’s basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.
b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.

d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.

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

23. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District to measurevprocurement@lmsvschools.org no later than 2:00 p.m. on February 4, 2022. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents or posted on the District’s website at https://www.lmsvschools.org/purchasing-services/ . Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

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

26. The Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District’s option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.

27. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot. In the event all Bids exceed the informal bid threshold of $200,000, the District’s Governing Board may elect to pass a resolution to award the Contract at $212,500 or less to the lowest responsible Bidder, in accordance with Public Contract Code section 22034(d).
28. **Summary Bidding Schedule:**

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<thead>
<tr>
<th>Event</th>
<th>Date and Time</th>
</tr>
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<tbody>
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</tr>
<tr>
<td>Board Award</td>
<td>March 01, 2022</td>
</tr>
</tbody>
</table>

29. **Time for Completion:** District may issue a Notice to Proceed within **NINETY (90) days** from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.

b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor’s termination due to a postponement beyond this 90-day period shall be by written notice to District within **TEN (10) calendar days** after receipt by Contractor of District’s notice of postponement.

c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.

d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible Bidder.

30. The Bidder to whom a Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th) calendar day** following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.
a. **Agreement**: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature. An electronic signature shall be deemed to be the equivalent of the actual original signature.

b. **Performance Bond** (100% of Contract Price): On the form provided in the Contract Documents and fully executed as indicated on the form.

c. **Payment Bond** (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.

d. Insurance Certificates and Endorsements, as required.

e. Workers’ Compensation Certification.

f. Prevailing Wage and Related Labor Requirements Certification.

g. Drug-Free Workplace Certification.

h. Tobacco-Free Environment Certification.

i. Criminal Background Investigation/Fingerprinting Certification.

j. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.

k. **COVID-19 Vaccination / Testing Certification**

31. Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following Bid opening.

a. Only a Bidder who has actually submitted a Bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a Bid protest. Subcontractors are not eligible to submit Bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.

b. A Bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the Bid protest deadline will not be considered.

c. The protest must refer to the specific portions of all documents that form the basis for the protest.

(1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a Bid protest or grounds for considering the Bid nonresponsive if the correct contractor’s license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a Bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:

(i) The Subcontractor is registered prior to the Bid opening.

(ii) The Subcontractor is registered and has paid the penalty registration fee within 24 hours after the Bid opening.

(iii) The subcontractor is replaced by another registered Subcontractor pursuant to Public Contract Code section 4107.

d. The protest must include the name, address and telephone number of the person representing the protesting party.

e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

f. The procedure and time limits set forth in this paragraph are mandatory and are each Bidder’s sole and exclusive remedy in the event of Bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

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

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

34. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
35. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

36. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic and such costs shall be included in the bid.

END OF DOCUMENT
BID FORM AND PROPOSAL

To:  Governing Board of La Mesa-Spring Valley Schools ("District" or "Owner")

From:  (Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice Inviting Informal Bids and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. V21/22-003 ("Work") for the following project known as:

LMAAC Locker Room Crawlspace Abatement ("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

$ ___________________ dollars  $ ___________________

BASE BID

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), and Total Cost for Unit Prices.

1.  NOT USED

2.  Allowance.  The Bidder’s Base Bid and each alternate shall include a ten percent (10%) allowance for unforeseen items.

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

3.  NOT USED

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

5.  The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents and has contacted the Construction Manager or other official point of contact of the District.

LA MESA-SPRING VALLEY SCHOOLS  INFORMAL BID PACKET - CUPCCAA
BID FORM AND PROPOSAL - 1
6. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.

7. **The liquidated damages clause of the Agreement is hereby acknowledged.**

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

9. The following documents are attached with this Bid Form and Proposal:
   - Bid Bond on the District’s form or other security
   - Registered Subcontractors List
   - Non-Collusion Declaration

10. **Receipt and acceptance of the following Addenda is hereby acknowledged:**

    | No. _____, Dated ___________ | No. _____, Dated ___________ |
    | No. _____, Dated ___________ | No. _____, Dated ___________ |
    | No. _____, Dated ___________ | No. _____, Dated ___________ |

11. Bidder acknowledges that the license required for performance of the Work is: **A, B, C-12, C-36 or a ASB or HAZ** license certification.

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

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

14. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

15. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
16. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

17. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.

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

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

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

Dated this ___________ day of ______________________________ 20___

Name of Bidder ____________________________________________

Type of Organization ________________________________________

Signature _________________________________________________

Print Name ________________________________________________

Title ______________________________________________________

Address of Bidder __________________________________________

Taxpayer’s Identification No. of Bidder __________________________

Telephone Number _________________________________________

Fax Number _______________________________________________

E-mail _____________________________________________________ Web page ____________________________

Contractor’s License No(s): No.: ________ Class: ________ Expiration Date: ________

No.: ________ Class: ________ Expiration Date: ________

No.: ________ Class: ________ Expiration Date: ________

LA MESA-SPRING VALLEY SCHOOLS

INFORMAL BID PACKET - CUPCCAA

BID FORM AND PROPOSAL - 3
Public Works Contractor Registration No.: ________________________________

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

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, ________________________________, as Principal ("Principal"),

and ________________________________, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the La Mesa-Spring Valley Schools ("District") of San Diego County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

______________________________ Dollars ($ ____________)

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: **LMAAC Locker Room Crawlspace Abatement** ("Project" or "Contract").

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

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

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.
If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the __________ day of ________________________, 20___.

________________________________________
Principal

________________________________________
By

________________________________________
Surety

________________________________________
By

________________________________________
Name of California Agent of Surety

________________________________________
Address of California Agent of Surety

________________________________________
Telephone Number of California Agent of Surety

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

END OF DOCUMENT
DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

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

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

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

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

**Subcontractor Name:**
______________________________________________________________
CA Cont. Lic. #: __________________________ Location: ________________

DIR Registration #: _____________________________________________
Portion of Work: _______________________________________________

**Subcontractor Name:**
______________________________________________________________
CA Cont. Lic. #: __________________________ Location: ________________

DIR Registration #: _____________________________________________
Portion of Work: _______________________________________________

**Subcontractor Name:**
______________________________________________________________
CA Cont. Lic. #: __________________________ Location: ________________

DIR Registration #: _____________________________________________
Portion of Work: _______________________________________________
Subcontractor Name: ______________________________________________________________

CA Cont. Lic. #: __________________________ Location: __________________________

DIR Registration #: ______________________________________________________________

Portion of Work: __________________________________________________________________

Subcontractor Name: ______________________________________________________________

CA Cont. Lic. #: __________________________ Location: __________________________

DIR Registration #: ______________________________________________________________

Portion of Work: __________________________________________________________________

Subcontractor Name: ______________________________________________________________

CA Cont. Lic. #: __________________________ Location: __________________________

DIR Registration #: ______________________________________________________________

Portion of Work: __________________________________________________________________

Subcontractor Name: ______________________________________________________________

CA Cont. Lic. #: __________________________ Location: __________________________

DIR Registration #: ______________________________________________________________

Portion of Work: __________________________________________________________________

Date: __________________________________________________________________________

Proper Name of Bidder: _____________________________________________________________

Signature: _______________________________________________________________________

Print Name: _____________________________________________________________________

Title: __________________________________________________________________________

END OF DOCUMENT
NON-COLLUSION DECLARATION
To Be Executed by Bidder And Submitted With Bid
Public Contract Code Section 7106

The undersigned declares:

I am the____ of ____, the party making the foregoing Bid.

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

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

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

Date: __________________________________________

Proper Name of Bidder: ________________________________________________

Signature: __________________________________________________________

Print Name: _________________________________________________________

Title: ______________________________________________________________

END OF DOCUMENT
AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT NUMBER ________

THIS AGREEMENT is made and entered into this __________ day of __________, 20___, by and between __________________________ (“Contractor”) and La Mesa-Spring Valley Schools (“District”) (“Contract”).

1. The Contractor shall furnish to the District for a total price of __________________________ Dollars ($__________________) (“Contract Price”), the following services (“Services” or “Work”):

   Selective demolition, abatement, and disposal of the existing hazardous insulation, miscellaneous items, and topsoil in the Boys and Girls Locker Rooms as indicated in the Drawings and Specifications.

2. Contractor shall perform the Work at La Mesa Arts Academy - 4200 Parks Avenue, La Mesa, CA 91941 (“Site”). The Project is the scope of Work performed at the Site.

3. Work shall be completed within Ten (10) consecutive calendar days (“Contract Time”) from the date specified in the District’s Notice to Proceed.

   It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect (“DSA”) for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of __________________________ Dollars ($__________) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.

5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents includes all of the following documents.

- Notice Inviting Informal Bids
- Instructions to Bidders
- Bid Form and Proposal
- Bid Bond
- Noncollusion Declaration
- Designated Subcontractors List
- Notice to Proceed
- Prevailing Wage Certification
- Workers’ Compensation Certification
- Criminal Background Investigation / Fingerprinting Certification
- Drug-Free Workplace Certification
- Tobacco-Free Environment Certification
- Registered Subcontractors List
- Insurance Certificates and Endorsements
- Performance Bond
- Payment Bond
- Specifications
- Plans
- Special Conditions
- Exhibit “A” (“Scope of Work”)
- COVID-19 Vaccination / Testing Certification
- Existing Conditions
- Agreement and Release of Any and All Claims
- Hazardous Material Procedures and Requirements

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

8. Payment for the Work shall be made in accordance with the Terms and Conditions.

9. The construction manager on the Project is Paul Cristilli ("Construction Manager"). Contractor hereby acknowledges that the Construction Manager have authority to approve and/or suspend Work if the Contractor’s Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws.

10. Inspection and acceptance of the Work shall be performed by an employee of the Facilities and Maintenance Department of the District.

11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:
Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District’s written approval of the Work.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authority and empowered to enter into this Contract.

14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

ACCEPTED AND AGREED on the date indicated below:

Dated: ______________________, 20___

LA MESA-SPRING VALLEY SCHOOLS

Signature: ______________________
Print Name: ______________________
Print Title: ______________________
Address: ______________________
Telephone: ______________________
Facsimile: ______________________
E-Mail: ______________________

Contractor: ______________________
Signature: ______________________
Print Name: ______________________
Print Title: ______________________
License No.: ______________________
Registration No.: ______________________
Address: ______________________
Telephone: ______________________
Facsimile: ______________________
E-Mail: ______________________

[REMAINDER OF PAGE INTENTIONALLY BLANK; INFORMATION REGARDING CONTRACTOR FOLLOWS]
Information regarding Contractor:

Type of Business Entity:

- ___ Individual
- ___ Sole Proprietorship
- ___ Partnership
- ___ Limited Partnership
- ___ Corporation, State: ____________________________
- ___ Limited Liability Company
- ___ Other: ____________________________

Employer Identification and/or Social Security Number

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

[REMAINDER OF PAGE INTENTIONALLY BLANK; TERMS AND CONDITIONS FOLLOW]
TERMS AND CONDITIONS TO AGREEMENT

1. **NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. **STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. **SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor’s ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. **PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor’s sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. **PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.

6. **NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA’s website at: http://www.dgs.ca.gov/dsa/Forms.aspx.

7. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer’s latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. **SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District’s acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. **INDEPENDENT CONTRACTOR STATUS:** While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Workers’ Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

10. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. **WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. **SUBCONTRACTORS:** Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to
subcontractor’s work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. **SAFETY AND SECURITY:** Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. NOT USED

15. NOT USED

16. NOT USED

17. NOT USED

18. **CLEAN UP:** Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. **PROTECTION OF WORK AND PROPERTY:** Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

20. **FORCE MAJEURE:** The Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Contractor.

21. **CORRECTION OF ERRORS:** Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor’s failure to comply with the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor’s responsibility.

22. **NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS:** Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

23. **DISTRICT’S RIGHT TO PERFORM WORK:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours’ written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor’s nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

24. **ACCESS TO WORK:** District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

25. **OCCUPANCY:** District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

26. **PAYMENT:** On a monthly basis, Contractor shall submit an application for payment based upon
the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

27. CHANGE IN SCOPE OF WORK: Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

28. INDEMNIFICATION:

28.1 To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, injuries, losses, expenses, liabilities, claims, suits and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys’ fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from, in whole or in part, the performance of this Contract unless the Claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees’ and/or Architect's liability.

28.2 Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all Claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused wholly by the sole or active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an
immediate and ongoing defense of the Indemnified Parties, the Contractor’s defense obligation shall be retroactively reduced by the proportion of the Indemnitees’ and/or Architect’s liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

28.3 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

28.4 If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney’s fees and costs.

28.5 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

28.6 The Contractor’s defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and the termination of the Contract.

29. **PAYMENT BOND AND PERFORMANCE BOND:** Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

30. **CONTRACTOR’S INSURANCE:**

30.1 The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Minimum Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial General Liability Insurance</strong>, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments</td>
<td></td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td><strong>Automobile Liability Insurance - Any Auto</strong></td>
<td></td>
</tr>
<tr>
<td>Combined Single Limit</td>
<td>$ 1,000,000</td>
</tr>
<tr>
<td><strong>Workers’ Compensation</strong></td>
<td>Statutory Limits</td>
</tr>
<tr>
<td><strong>Employer’s Liability</strong></td>
<td>$ 1,000,000</td>
</tr>
</tbody>
</table>

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

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

30.2 **Proof of Insurance.** The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

30.2.1 A clause stating: “This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice.”

30.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

30.2.3 An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers’ Compensation Insurance, and Employers’ Liability Insurance.

30.2.4 All policies except the Workers’ Compensation Insurance, and Employers’ Liability Insurance Policies shall be written on an occurrence form.

30.2.5 An endorsement stating that Contractor’s insurance policies shall be primary to any insurance or self-insurance maintained by District.

30.2.6 An endorsement stating that there shall be a waiver of any subrogation.

30.2.7 Contractor’s insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

30.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the District.

31. **WARRANTY/QUALITY:** Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

32. **CONFIDENTIALITY:** The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor’s Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

33. **LIMITATION OF DISTRICT LIABILITY:** District’s financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

34. **COMPLIANCE WITH LAWS:** Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective
upon Contractor’s receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

35. **LABOR CODE REQUIREMENTS:** Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public works projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

35.1 **Registration:** Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

35.2 **Registered Subcontractor List:** Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

35.3 **Certified Payroll Records:** Contractor and its subcontractor(s) shall upload certified payroll records (“CPR”) electronically using California Department of Industrial Relations’ (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR’s iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the District or Labor Commissioner at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

35.4 **Labor Compliance:** Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

36. **ANTI-DISCRIMINATION:** Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

37. **ANTI-TRUST CLAIM:** Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.
38. **CONTRACTOR CLAIMS:** In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor’s right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work, including the disputed work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

39. **ATTORNEY FEES/COSTS:** Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.

40. **TERMINATION:** If Contractor fails to perform the Services and Contractor’s duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor’s obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor’s right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor’s failure to perform and complete the Contract. District shall also have the right in its sole discretion to terminate the Contract and/or Contractor’s right to perform the Work of the Contract for its own convenience upon District giving three (3) days’ written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed including, without limitation, Contractor’s and its subcontractor(s)’ mobilization and or demobilization costs, that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

41. **ASSIGNMENT OF CONTRACT:** Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

42. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

43. **CALCULATION OF TIME:** For the purposes of this Contract, “days” refers to calendar days unless otherwise specified.

44. **GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.

45. **BINDING CONTRACT:** This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

46. **DISTRICT WAIVER:** District’s waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or
covenant or the waiver of a breach of any other term, condition or covenant.

47. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

48. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

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

50. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

51. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.
Public Contract Code section 9204

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

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

(c) For purposes of this section:

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

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

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

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

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

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

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

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

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

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

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

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

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

(vii) The High-Speed Rail Authority.

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

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

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

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

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

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

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

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

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

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

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

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

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

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

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

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

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

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.
§ 20104.
(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

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

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

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

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

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

§ 20104.2.
For any claim subject to this article, the following requirements apply:

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

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

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

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

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

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

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

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

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

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.
§ 20104.4.
The following procedures are established for all civil actions filed to resolve claims subject to this article:

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

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

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

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

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

§ 20104.6.

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

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

END OF DOCUMENT
PERFORMANCE BOND
(100% OF CONTRACT PRICE)

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

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the La Mesa-Spring Valley Schools ("District") and ___________________________ ("Principal") have entered into a contract ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

LMAAC Locker Room Crawlspace Abatement

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

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

NOW, THEREFORE, the Principal and ___________________________ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of ________________ Dollars ($________________), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

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

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

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District’s objection to Principal’s further participation in the completion of the Work.
As a condition precedent to the satisfactory completion of the Agreement, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Agreement, during which time Surety’s obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District’s rights or the Contractor or Surety’s obligations under the Agreement, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

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

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

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

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

(Note: Contractor MUST use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the La Mesa-Spring Valley Schools (or
“District”) and _______________________, (“Principal”) have entered into a contract ("Agreement") for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**LMAAC Locker Room Crawlspace Abatement** ("Project") which Agreement dated ______
___________, 20___, and all of the Contract Documents attached to or forming a part of
the Agreement, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and______________________________ (“Surety”)

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

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

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any
and all persons, companies, and corporations entitled to file claims under section 9100 of
the Civil Code, so as to give a right of action to them or their assigns in any suit brought
upon this bond.
Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

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

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

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone No. of California Agent of Surety

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

END OF DOCUMENT
SPECIAL CONDITIONS

1. Mitigation Measures

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

2. Modernization Projects

2.1. Access. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor’s Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.

2.2. Master Key. Upon request, the District may, at its own discretion, provide a master key to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen, or if any unauthorized party obtains a copy of the key or access to the school.

2.3. Maintaining Services. The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor’s Work.

2.4. Maintaining Utilities. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

2.5. Confidentiality. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Agreement and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

2.6. Work During Instructional Time. By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District.

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

3. **Badge Policy for Contractors**

3.1. All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility. Badges must be filled out in full and contain the following information:

3.1.1. Name of Contractor

3.1.2. Name of Employee

3.1.3. Contractor's address and phone number

3.2. Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

3.3. Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

4. **Substitution for Specified Items**

Replace paragraph 8 in the Terms and Conditions to Agreement with the following provisions:

8.1 Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

8.1.1 If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

8.1.2 This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.
8.2 A request for a substitution shall be submitted as follows:

8.2.1 Contractor shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to Bidders.

8.3 Within 35 days after the date of the Notice of Award, Contractor shall provide data substantiating a request for substitution of “an equal” item, including but not limited to the following:

8.3.1 All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

8.3.2 Available maintenance, repair or replacement services;

8.3.3 Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

8.3.4 Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

8.3.5 The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

8.4 No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

8.4.1 The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

8.4.2 The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

8.4.3 The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

8.4.4 The Contractor shall be responsible for any re-design costs occasioned by District’s acceptance and/or approval of any substitute; and

8.4.5 The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.
8.5 In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

8.6 In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

8.7 Contractor shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor’s means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor’s means and methods arising herein.

5. Permits, Certificates, Licenses, Fees, Approvals

Insert paragraph 4.1 in the Terms and Conditions to Agree with the following provisions:

4.1 Payment for Permits, Certificates, Licenses, Approvals and Fees. Contractor shall secure and pay for all permits, licenses, approvals, and certificates necessary for the prosecution of the Work.

6. COVID-19 Safety Requirements

Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic. Further, except to the extent the Order provides otherwise, Contractor and Contractor’s personnel, subcontractors and suppliers shall continue to comply with all applicable terms in the California Department of Public Health’s State Public Health Officer Orders.

7. COVID-19 Vaccination/Testing Requirements

Vaccination Requirements

Contractor shall fill out, sign, date and submit to District the COVID-19 Vaccination/Testing Certification Form, attached hereto.

According to the August 11, 2021, California Department of Public Health (“CDPH”) State Public Health Officer Order (“Order”), a person is “fully vaccinated” for COVID-19 if two weeks or more have passed since they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more have passed since they received a single-dose vaccine (Johnson and Johnson[J&J]/Janssen).

Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, Contractor shall only accept the following as proof of vaccination:
(a) COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card which includes name of person vaccinated, type of vaccine provided and date last dose administered);

(b) a photo of a Vaccination Record Card as a separate document;

(c) a photo of a Vaccination Record Card stored on a phone or electronic device;

(d) documentation of COVID-19 vaccination from a health care provider;

(e) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader name, date of birth, vaccine dates and vaccine type; or

(f) documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, Contractor may accept the documentation presented in (a) through (f) above as valid.

Contractor shall have a plan in place for tracking verified Contractor personnel vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

Contractor personnel, including any and all tiers of subcontractor, supplier, and any other personnel entering the Project site, who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

Weekly Testing Requirements

Contractor shall ensure that Contractor personnel, including any and all tiers of subcontractor, supplier, and any other worker entering the Project site, who are unvaccinated or who are not fully vaccinated are required to undergo diagnostic screening testing, as specified below:

(a) Contractor personnel may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

(b) Unvaccinated or not fully vaccinated Contractor personnel must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.
Contractor shall have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments, if applicable.
WORKERS’ COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: **LMAAC Locker Room Crawlspace Abatement** between La Mesa-Spring Valley Schools (“District”) and ______________________ (“Contractor” or “Bidder”) (“Contract” or “Project”).

Labor Code section 3700, in relevant part, provides:

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

   a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or

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

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

Date: ____________________________________________

Proper Name of Contractor: ________________________________

Signature: ____________________________________________

Print Name: ____________________________________________

Title: ________________________________________________

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT
PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: **LMAAC Locker Room Crawlspace Abatement** between La Mesa-Spring Valley Schools (“District”) and ________________ (“Contractor” or “Bidder”) (“Contract” or “Project”).

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

Date: _______________________________________________________________________

Proper Name of Contractor: __________________________________________________________________________________________

Signature: __________________________________________________________________________________________

Print Name: __________________________________________________________________________________________

Title: __________________________________________________________________________________________

END OF DOCUMENT
DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: **LMAAC Locker Room Crawlspace Abatement** between La Mesa-Spring Valley Schools ("District") and ___________ ("Contractor" or "Bidder") ("Contract" or "Project").

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

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

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

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

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:

   (1) The dangers of drug abuse in the workplace.
   (2) The person’s or organization’s policy of maintaining a drug-free workplace.
   (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
   (4) The penalties that may be imposed upon employees for drug abuse violations.

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

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

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: 

Proper Name of Contractor: 

Signature: 

Print Name: 

Title: 

END OF DOCUMENT
TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: LMAAC Locker Room Crawlspace Abatement between La Mesa-Spring Valley Schools (“District”) and ___________________________ (“Contractor” or “Bidder”) (“Contract” or “Project”).

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

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

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

Date: __________________________________________

Proper Name of Contractor: __________________________________________

Signature: __________________________________________

Print Name: __________________________________________

Title: __________________________________________

END OF DOCUMENT
CRIMINAL BACKGROUND INVESTIGATION/ FINGERPRINTING CERTIFICATION

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

Contractor certifies that it has taken at least one of the following actions (check all that apply):

☐ Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or

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

Name: ____________________________
Title: ____________________________

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

☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.

☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.
The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor’s employees and all of its Subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor’s employees and any subcontractors’ employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Contractor’s employees and of all of its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT “A;” and/or

The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor’s employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District’s preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor’s employees and any subcontractors’ employees have not been convicted of a felony as defined in Government Code Section 45122.1.

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

[CONTINUED ON NEXT PAGE]
ATTACHMENT “A”

List of Employees/Subcontractors

Name/Company: ______________________________________________________
Name/Company: ______________________________________________________
Name/Company: ______________________________________________________
Name/Company: ______________________________________________________
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Name/Company: ______________________________________________________

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: ____________________________
Proper Name of Contractor: ________________________________
Signature: ______________________________________
Print Name: _______________________________________
Title: ____________________________________________

END OF DOCUMENT
**REGISTERED SUBCONTRACTORS LIST**  
*(Labor Code Section 1771.1)*

**PROJECT**: LMAAC Locker Room Crawlspace Abatement

Date Submitted (for Updates): ___________________________________________________________________________________

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work.** This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

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

<table>
<thead>
<tr>
<th>Subcontractor Name:</th>
<th>DIR Registration #:</th>
<th>Portion of Work:</th>
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**LA MESA-SPRING VALLEY SCHOOLS**  
**INFORMAL BID PACKET – CUPCCAA**  
**REGISTERED SUBCONTRACTORS LIST – 1**
Portion of Work: ___________________________________________________________

**Subcontractor Name:** ___________________________________________________
DIR Registration #: _______________________________________________________
Portion of Work: _________________________________________________________

**Subcontractor Name:** ___________________________________________________
DIR Registration #: _______________________________________________________
Portion of Work: _________________________________________________________

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DIR Registration #: _______________________________________________________
Portion of Work: _________________________________________________________

**Subcontractor Name:** ___________________________________________________
DIR Registration #: _______________________________________________________
Portion of Work: _________________________________________________________

Date: ___________________________________________________________________

Name of Contractor: ________________________________________________________

Signature: __________________________________________________________________

Print Name: __________________________________________________________________

Title: ___________________________________________________________________

__________________________________________________________  END OF DOCUMENT
COVID-19 VACCINATION/TESTING CERTIFICATION

Contractor: ____________________________________________________________

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

In light of these CDPH requirements, Contractor certifies that the following entity:

________________________________________________________________________

has verified that the Contractor personnel providing services at District’s Project site(s):

☐ Have all been fully vaccinated in accordance with the CDPH Order.

☐ Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated undergo weekly diagnostic testing in accordance with the CDPH Order.

☐ Have not been fully vaccinated and do not undergo weekly diagnostic testing in accordance with the CDPH Order.

Contractor understands that the District’s Project site will need to comply with the CDPH Order's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Personnel who are not fully vaccinated or decline to state their vaccination status will be treated as unvaccinated, and Contractor will comply with the CDPH Order, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, ____________________________________________, certify that I am Contractor’s ____________________________ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: ____________________________________________

Proper Name of Contractor: ________________________________

Signature: ____________________________________________

Print Name: ____________________________________________

Title: ____________________________________________

END OF DOCUMENT
EXHIBIT A – Scope of Work

Selective demolition, abatement, and disposal of the existing hazardous pipe insulation, miscellaneous items, and topsoil as indicated in the Drawings and Specifications. The Project will involve the "phasing" and barricading of work areas as indicated on the Plans and enumerated in these Specifications, including, the following Appendices:

Appendix A – Asbestos Assessment and Removal Specifications
Appendix B – Project Phasing and Laydown Plan
Appendix C – Project Abatement Plan

END OF DOCUMENT
EXISTING CONDITIONS

1. Summary

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

2. Reports and Information on Existing Conditions

a. Documents providing a general description of the Site and conditions of the Work may have been collected by the La Mesa-Spring Valley School District ("District"), its consultants, contractors, and tenants. These documents may, but are not required to, include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.

b. Information regarding existing conditions may be inspected at the District offices or the Construction Manager’s offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder’s agreement to pay for such copies. These reports, documents, and other information are not part of the Contract Documents. These reports, documents, and other information do not excuse Contractor from fulfilling Contractor’s obligation to independently investigate any or all existing conditions or from using reasonable prudent measures to avoid damaging existing improvements.

c. Information regarding existing conditions may also be included in the Project Manual, but shall not be considered part of the Contract Documents.

d. Prior to commencing this Work, Contractor and the District’s representative shall survey the Site to document the condition of the Site. Contractor will record the survey in digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey.

e. Contractor may also document any pre-existing conditions in writing, provided that both the Contractor and the District’s representative agree on said conditions and sign a memorandum documenting the same.

f. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project are the following:


3. Use of Information

a. Information regarding existing conditions was obtained only for use of District and its consultants, contractors, and tenants for planning and design and is not part of the Contract Documents.

b. District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions.
Bidder represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by District.

c. Under no circumstances shall District be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable by independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform as a condition to bidding and Bidder should not and shall not rely on this information or any other information supplied by District regarding existing conditions.

d. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to District by the District's employees and/or consultants or builders of such underground facilities or others. District does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information.

e. District shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by District, and only where Bidder has conducted the independent investigation required of it pursuant to the Instructions to Bidders, and discrepancies are not apparent.

4. Investigations/Site Examinations

a. Before submitting a bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.

b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice Inviting Informal Bids and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior approval.

END OF DOCUMENT
AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS __________ DAY OF ______________, 20___ by and between the LA MESA-SPRING VALLEY SCHOOL DISTRICT ("District") and ________________________________ ("Contractor"), whose place of business is ________________________________.

RECITALS

WHEREAS, District and Contractor entered into PROJECT/CONTRACT NO.: LMAAC Locker Room Crawlspace Abatement ("Contract" or "Project") in the County of San Diego, California; and

WHEREAS, the Work under the Contract was completed on __________, and a Notice of Completion was recorded with the County Recorder on _______

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

AGREEMENT AND RELEASE

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

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

2. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of ____________________________ Dollars ($__________) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 4 and continuing obligations described in Paragraph 6. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for any Disputed Claim that may be set forth in Paragraph 4 and the continuing obligations described in Paragraph 6 hereof.
4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

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<tr>
<th>Claim No.</th>
<th>Description of Claim</th>
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[If further space is required, attach additional sheets showing the required information.]

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, including without limitation, the duty to defend, indemnify and hold harmless the District, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:

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

8. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by
9. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

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

LA MESA-SPRING VALLEY SCHOOL DISTRICT

Signature: ________________________________

Print Name: ______________________________

Title: ________________________________

CONTRACTOR: ______________________________

Signature: ______________________________

Print Name: ______________________________

Title: ________________________________

END OF DOCUMENT
HAZARDOUS MATERIALS
PROCEDURES & REQUIREMENTS

1. Summary

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

2. Notice of Hazardous Waste or Materials

a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:

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

   (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.

b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.

c. In response to Contractor's written notice, the District shall investigate the identified conditions.

d. If the District determines that conditions do not involve hazardous material or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.

e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.
f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. Additional Warranties and Representations

a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).

b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.

c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. Monitoring and Testing

a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.

b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these
activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

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

5. Compliance with Laws

a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.

b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:

(1) The protection of the public health, welfare and environment;

(2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;

(3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and

(4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the
volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

7. Permits

a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:

(1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and

(2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for
8. **Indemnification**

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

9. **Termination**

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

END OF DOCUMENT
La Mesa-Spring Valley School District

BID NUMBER FB #v21/22-003

LMAAC LOCKER ROOM CRAWLSPACE ABATEMENT
PROJECT NUMBER: 9201
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## Appendices

- Appendix A: Asbestos Assessment and Removal Specifications
- Appendix B: Phasing and Laydown Plan
- Appendix C: Abatement Plan
PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

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

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

B. Special Conditions.

1.02 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of this Contract consists of the following:

Selective demolition, abatement, and disposal of the existing hazardous pipe insulation, miscellaneous items, and topsoil as indicated in the Drawings and Specifications. The Project will involve the "phasing" and barricading of work areas as indicated on the Plans and enumerated in these Specifications.

1.03 CONTRACTS

A. Perform the Work under a single, fixed-price Contract.

1.04 NOT USED

1.05 CODES, REGULATIONS, AND STANDARDS

A. The codes, regulations, and standards adopted by the state and federal agencies having jurisdiction shall govern minimum requirements for this Project. Where codes, regulations, and standards conflict with the Contract Documents, these conflicts shall be brought to the immediate attention of the District and the Architect.

B. Codes, regulations, and standards shall be as published effective as of date of bid opening, unless otherwise specified or indicated.

1.06 PROJECT RECORD DOCUMENTS

A. Contractor shall maintain on Site one set of the following record documents; Contractor shall record actual revisions to the Work:

(1) Contract Drawings.

(2) Specifications.

(3) Addenda.
(4) Change Orders and other modifications to the Contract.

(5) Reviewed shop drawings, product data, and samples.

(6) Field test records.

(7) Inspection certificates.

(8) Manufacturer's certificates.

B. Contractor shall store Record Documents separate from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.

C. Contractor shall record information concurrent with construction progress.

D. Specifications: Contractor shall legibly mark and record at each product section of the Specifications the description of the actual product(s) installed, including the following:

(1) Manufacturer's name and product model and number.

(2) Product substitutions or alternates utilized.

(3) Changes made by Addenda and Change Orders and written directives.

1.07 EXAMINATION OF EXISTING CONDITIONS

A. Contractor shall be held to have examined the Project Site and acquainted itself with the conditions of the Site and of the streets or roads approaching the Site.

B. Prior to commencement of Work, Contractor shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.

C. Should Contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving, and other items not indicated in the Contract Documents, Contractor shall immediately report same to the District and the Architect.

1.08 CONTRACTOR'S USE OF PREMISES

A. If unoccupied and only with District's prior written approval, Contractor may use the building(s) at the Project Site without limitation for its operations, storage, and office facilities for the performance of the Work. If the District chooses to beneficially occupy any building(s), Contractor must obtain the District's written approval for Contractor's use of spaces and types of operations to be performed within the building(s) while so occupied. Contractor's access to the building(s) shall be limited to the areas indicated.
B. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor.

C. Contractor shall not interfere with use of or access to occupied portions of the building(s) or adjacent property.

D. Contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.

E. No one other than those directly involved in the demolition and construction, or specifically designated by the District or the Architect shall be permitted in the areas of work during demolition and construction activities.

F. The Contractor shall install the construction fence and maintain that it will be locked when not in use. Keys to this fencing will be provided to the District.

1.09 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

A. The Drawings show above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Contractor shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Contractor's expense and made to the District's satisfaction.

B. Contractor shall be alert to the possibility of the existence of additional structures and utilities. If Contractor encounters additional structures and utilities, Contractor will immediately report to the District for disposition of same as indicated in the General Conditions.

1.10 UTILITY SHUTDOWNS AND INTERRUPTIONS

A. Contractor shall give the District a minimum of three (3) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. The District will set exact time and duration for shutdown, and will assist Contractor with shutdown. Work required to re-establish utility services shall be performed by the Contractor.

B. Contractor shall obtain District's written approval as indicated in the General Conditions in advance of deliveries of material or equipment or other activities that may conflict with District’s use of the building(s) or adjacent facilities.

1.11 STRUCTURAL INTEGRITY

A. Contractor shall be responsible for and supervise each operation and work that could affect structural integrity of various building elements, both permanent and temporary.

B. Contractor shall include structural connections and fastenings as indicated or required for complete performance of the Work.
PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT
PART 1 GENERAL

1.1 SECTION INCLUDES
A. Non-specified work.

1.2 RELATED SECTIONS
A. Document 01 10 00 (Summary of Work)
B. Document 01 29 00 (Payments and Completion)
C. Document 01 32 19 (Submittal Procedures)

1.3 ALLOWANCES
A. Included in the Contract, a stipulated sum/price of $____________as an allowance for Unforeseen Conditions within the limits set forth in the Contract Documents. This Allowance shall not be utilized without written approval by the District.

B. Contractor’s costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from this Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

C. Funds will be drawn from Allowance only with District approval evidenced by an Allowance Expenditure Directive.

D. At Contract closeout, funds remaining in Allowance will be credited to District by Change Order.

E. Whenever costs are more than the Allowance, the amount covered by the Allowance will be approved at cost. The Contract Price shall be adjusted by Change Order for amounts in excess of the Allowance.

PART 2 PRODUCTS
Not used.

PART 3 EXECUTION
Not used.

END OF DOCUMENT
CHANGES IN THE WORK

CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS IN THE AGREEMENT, GENERAL CONDITIONS, AND SPECIAL CONDITIONS, IF USED, RELATED TO CHANGES AND/OR REQUESTS FOR CHANGES.

END OF DOCUMENT
PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

A. General Conditions, including, without limitation, Contractor’s Submittals and Schedules, Drawings and Specifications;

B. Special Conditions.

1.02 SECTION INCLUDES:

A. Definitions:

(1) Shop Drawings and Product Data are as indicated in the General Conditions and include, but are not limited to, fabrication, erection, layout and setting drawings, formwork and falsework drawings, manufacturers’ standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams. In addition, there are other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment or systems and all positions conform to the requirement of the Contract Documents, including, without limitation, the Drawings.

(2) "Manufactured" applies to standard units usually mass-produced; "fabricated" means specifically assembled or made out of selected materials to meet design requirements. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicated proper relation to adjoining work and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.

(3) Manufacturer's Instructions: Where any item of Work is required by the Contract Documents to be furnished, installed, or performed, at a minimum, in accordance with a specified product manufacturer's instructions, the Contractor shall procure and distribute copies of these to the District, the Architect, and all other concerned parties and shall furnish, install, or perform the work, at a minimum, in accordance with those instructions.

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

(1) Contractor shall submit all Shop Drawings, Product Data, and Samples to the District, the Architect, the Project Inspector, and the Construction Manager.
(2) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall submit required information in sufficient time to permit proper consideration and action before ordering any materials or items represented by such Shop Drawings, Product Data, and/or Samples.

(3) Contractor shall allow sufficient time so that no delay occurs due to required lead time in ordering or delivery of any item to the Site. Contractor shall be responsible for any delay in progress of Work due to its failure to observe these requirements.

(4) Time for completion of Work shall not be extended on account of Contractor's failure to promptly submit Shop Drawings, Product Data, and/or Samples.

(5) Reference numbers on Shop Drawings shall have Architectural and/or Engineering Contract Drawings reference numbers for details, sections, and "cuts" shown on Shop Drawings. These reference numbers shall be in addition to any numbering system that Contractor chooses to use or has adopted as standard.

(6) When the magnitude or complexity of submittal material prevents a complete review within the stated time frame, Contractor shall make this submittal in increments to avoid extended delays.

(7) Contractor shall certify on submittals for review that submittals conform to Contract requirements. Also certify that Contractor-furnished equipment can be installed in allocated space. In event of any variance, Contractor shall specifically state in transmittal and on Shop Drawings, portions vary and require approval of a substitute. Submittals shall not be used as a means of requesting a substitution.

(8) Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standard of the American Society for Testing and Materials.

(9) Upon demand by Architect or District, Contractor shall submit samples of materials and/or articles for tests or examinations and consideration before Contractor incorporates same in Work. Contractor shall be solely responsible for delays due to sample(s) not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of Contractor.

C. Submittal Schedule:

(1) Contractor shall prepare its proposed submittal schedule that is coordinated with the proposed construction schedule and submit both to the District within ten (10) days after the date of the Notice to Proceed. Contractor's proposed schedules shall become the Project Construction Schedule and the Project Submittal Schedule after each is approved by the District.
(2) Contractor is responsible for all lost time should the initial submittal be rejected, marked "revise and resubmit", etc.

(3) All Submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those Submittals shall be forwarded to the District so as not to delay the Construction Schedule.

(4) Contractor may be assessed $100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Trade Contractor or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule.

1.03 SHOP DRAWINGS:

A. Contractor shall submit one reproducible transparency and six (6) opaque reproductions. The District will review and return the reproducible copy and one (1) opaque reproduction to Contractor.

B. Before commencing installation of any Work, the Contractor shall submit and receive approval of all drawings, descriptive data, and material list(s) as required to accomplish Work.

C. Review of Shop Drawings is regarded as a service to assist Contractor and in all cases original Contract Documents shall take precedence as outlined under General Conditions.

D. No claim for extra time or payment shall be based on work shown on Shop Drawings unless the claim is (1) noted on Contractor's transmittal letter accompanying Shop Drawings and (2) Contractor has complied with all applicable provisions of the General Conditions, including, without limitation, provisions regarding changes and payment, and all required written approvals.

E. District shall not review Shop Drawings for quantities of materials or number of items supplied.

F. District's and/or Architect's review of Shop Drawing will be general. District and/or Architect review does not relieve Contractor of responsibility for dimensions, accuracy, proper fitting, construction of Work, furnishing of materials, or Work required by Contract Documents and not indicated on Shop Drawings. The District's and/or Architect's review of Shop Drawings is not to be construed as approving departures from Contract Documents.

G. Review of Shop Drawings and Schedules does not relieve Contractor from responsibility for any aspect of those Drawings or Schedules that is a violation of local, County, State, or Federal laws, rules, ordinances, or rules and regulations of commissions, boards, or other authorities or utilities having jurisdiction.

H. Before submitting Shop Drawings for review, Contractor shall check Shop Drawings of its subcontractors for accuracy, and confirm that all Work
contiguous with and having bearing on other work shown on Shop Drawings is accurately drawn and in conformance with Contract Documents.

I. Submitted drawings and details must bear stamp of approval of Contractor:

(1) Stamp and signature shall clearly certify that Contractor has checked Shop Drawings for compliance with Drawings.

(2) If Contractor submits a Shop Drawing without an executed stamp of approval, or whenever it is evident (despite stamp) that Drawings have not been checked, the District and/or Architect will not consider them and will return them to the Contractor for revision and resubmission. In that event, it will be deemed that Contractor has not complied with this provision and Contractor shall bear risk of all delays to same extent as if it had not submitted any Shop Drawings or details.

J. Submission of Shop Drawings (in either original submission or when resubmitted with correction) constitutes evidence that Contractor has checked all information thereon and that it accepts and is willing to perform Work as shown.

K. Contractor shall pay for cost of any changes in construction due to improper checking and coordination. Contractor shall be responsible for all additional costs, including coordination. Contractor shall be responsible for costs incurred by itself, the District, the Architect, the Project Inspector, the Construction Manager, any other Subcontractor or contractor, etc., due to improperly checked and/or coordination of submittals.

L. Shop Drawings must clearly delineate the following information:

(1) Project name and address.

(2) Specification number and description.

(3) Architect's name and project number.

(4) Shop Drawing title, number, date, and scale.

(5) Names of Contractor, Subcontractor(s) and fabricator.

(6) Working and erection dimensions.

(7) Arrangements and sectional views.

(8) Necessary details, including complete information for making connections with other Work.

(9) Kinds of materials and finishes.

(10) Descriptive names of materials and equipment, classified item numbers, and locations at which materials or equipment are to be installed in the Work. Contractor shall use same reference identification(s) as shown on Contract Drawings.
M. Contractor shall prepare composite drawings and installation layouts when required to solve tight field conditions.

(1) Shop Drawings shall consist of dimensioned plans and elevations and must give complete information, particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, structural interferences, etc.

(2) Contractor shall coordinate these composite Shop Drawings and installation layouts in the field between itself and its Subcontractor(s) for proper relationship to the Work, the work of other trades, and the field conditions. The Contractor shall check and approve all submittal(s) before submitting them for final review.

1.04 PRODUCT DATA OR NON REPRODUCIBLE SUBMITTALS:

A. Contractor shall submit manufacturer’s printed literature in original form. Any fading type of reproduction will not be accepted. Contract must submit a minimum of six (6) each, to the District. District shall return one (1) to the Contractor, who shall reproduce whatever additional copies it requires for distribution.

B. Contractor shall submit six (6) copies of a complete list of all major items of mechanical, plumbing, and electrical equipment and materials in accordance with the approved Submittal Schedule, except as required earlier to comply with the approved Construction Schedule. Other items specified are to be submitted prior to commencing Work. Contractor shall submit items of like kind at one time in a neat and orderly manner. Partial lists will not be acceptable.

C. Submittals shall include manufacturer’s specifications, physical dimensions, and ratings of all equipment. Contractor shall furnish performance curves for all pumps and fans. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on sheet and superfluous information shall be crossed out. If highlighting is used, Contractor shall mark all copies.

D. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and supplemental information that may be requested.

E. Imported Materials Certification must be submitted at least ten (10) days before material is delivered.

1.05 SAMPLES:

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

B. Contractor shall submit four (4) samples except where greater or lesser number is specifically required by Contract Documents including, without limitation, the Specifications.
(1) Samples must be of sufficient size and quality to clearly illustrate functional characteristics, with integrally related parts and attachment devices.

(2) Samples must show full range of texture, color, and pattern.

C. Contractor shall make all Submittals, unless it has authorized Subcontractor(s) to submit and Contractor has notified the District in writing to this effect.

D. Samples to be shipped prepaid or hand-delivered to the District.

E. Contractor shall mark samples to show name of Project, name of Contractor submitting, Contract number and segment of Work where representative Sample will be used, all applicable Specifications Sections and documents, Contract Drawing Number and detail, and ASTM or FS reference, if applicable.

F. Contractor shall not deliver any material to Site prior to receipt of District's and/or Architect's completed written review and approval. Contractor shall furnish materials equal in every respect to approved Samples and execute Work in conformance therewith.

G. District’s and/or Architect’s review, acceptance, and/or approval of Sample(s) will not preclude rejections of any material upon discovery of defects in same prior to final acceptance of completed Work.

H. After a material has been approved, no change in brand or make will be permitted.

I. Contractor shall prepare its Submittal Schedule and submit Samples of materials requiring laboratory tests to specified laboratory for testing not less than ninety (90) days before such materials are required to be used in Work.

J. Samples which are rejected must be resubmitted promptly after notification of rejection and be marked "Resubmitted Sample" in addition to other information required.

K. Field Samples and Mock-Ups are to be removed by Contractor at District’s direction:

(1) Size: As Specified.

(2) Furnish catalog numbers and similar data, as requested.

1.06 REVIEW AND RESUBMISSION REQUIREMENTS:

A. The District will arrange for review of Sample(s), Shop Drawing(s), Product Data, and other submittal(s) by appropriate reviewer and return to Contractor as provided below within twenty-one (21) days after receipt or within twenty-one (21) days after receipt of all related information necessary for such review, whichever is later.

B. One (1) copy of product or materials data will be returned to Contractor with the review status.
C. Samples to be incorporated into the Work will be returned to Contractor, together with a written notice designating the Sample with the appropriate review status and indicating errors discovered on review, if any. Other Samples will not be returned, but the same notice will be given with respect thereto, and that notice shall be considered a return of the Sample.

D. Contractor shall revise and resubmit any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) as required by the reviewer. Such resubmittals will be reviewed and returned in the same manner as original Sample(s), Shop Drawing(s), Product Data, and other submittal(s), within fourteen (14) days after receipt thereof or within fourteen (14) days after receipt of all related information necessary for such review. Such resubmittal shall not delay the Work.

E. Contractor may proceed with any of the Work covered by Sample(s), Shop Drawing(s), Product Data, and other submittal(s) upon its return if designated as no exception taken, or revise as noted, provided the Contractor proceeds in accordance with the District and/or the Architect’s notes and comments.

F. Contractor shall not begin any of the work covered by a Sample(s), Shop Drawing(s), Product Data, and other submittal(s), designated as revise and resubmit or rejected, until a revision or correction thereof has been reviewed and returned to Contractor.

G. Sample(s), Shop Drawing(s), Product Data, and other submittal(s) designated as revise and resubmit or rejected and requiring resubmittal, shall be revised or corrected and resubmitted to the District no later than fourteen (14) days or a shorter period as required to comply with the approved Construction Schedule, after its return to Contractor.

H. Neither the review nor the lack of review of any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) shall waive any of the requirements of the Contract Documents, or relieve Contractor of any obligation thereunder.

I. District’s and/or Architect’s review of Shop Drawings does not relieve the Contractor of responsibility for any errors that may exist. Contractor is responsible for the dimensions and design of adequate connections and details and for satisfactory construction of all the Work.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT
SITE STANDARDS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

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

1.02 REQUIREMENTS OF THE DISTRICT:

A. Drug-Free Schools and Safety Requirements:

(1) All school sites and other District Facilities have been declared “Drug-Free Zones.” No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.

(2) Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. Contractor shall post: "Non-Smoking Area" in a highly visible location in each work area, staging area, and parking area. Contractor may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area is to be kept clean at all times.

(3) Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.

B. Language: Profanity or other unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students, staff, volunteers, parents or public will not be allowed.
C. Disturbing the Peace (Noise and Lighting):

(1) Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.

(2) The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. District reserves the right to prohibit the use of radios at the Site, except for mobile phones or other handheld communication radios.

(3) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

D. Traffic:

(1) Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on the Premises shall be five (5) miles per hour (maximum) or less if conditions require.

(2) All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance. Any damage will be repaired to the pre-damaged condition by the Contractor.

(3) District shall designate a construction entry to the Site. If Contractor requests, District determines it is required, and to the extent possible, District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with District and at Contractor's expense.

(4) Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in softscape areas that could otherwise be damaged.

E. All of the above shall be observed and complied with by the Contractor and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT
PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

A. General Conditions, including, without limitation, Obtaining of Permits, Licenses and Registrations and Work to Comply with All Applicable Laws and Regulations;

B. Special Conditions; and

C. Quality Control.

1.02 DESCRIPTION:

This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

1.03 REQUIREMENTS OF REGULATORY AGENCIES:

A. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction over the Work, are hereby incorporated into these Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations ("CCR").

1. California Building Standards Administrative Code, Part 1, Title 24, CCR.


3. California Electrical Code (CEC), Part 3, Title 24, CCR; (National Electrical Code and California Amendments).

4. California Mechanical Code (CMC), Part 4, Title 24, CCR; (Uniform Mechanical Code and California Amendments).

5. California Plumbing Code (CPC), Part 5, Title 24, CCR; (Uniform Plumbing Code and California Amendments).
(6) California Fire Code (CFC), Part 9, Title 24, CCR; (International Fire Code and California Amendments).

(7) California Green Building Standards Code (CALGreen), Part 11, Title 24, CCR.

(8) California Referenced Standards Code, Part 12, Title 24, CCR.

(9) State Fire Marshal Regulations, Public Safety, Title 19, CCR.

(10) Partial List of Applicable National Fire Protection Association (NFPA) Standards:

(a) NFPA 13 - Automatic Sprinkler System.

(b) NFPA 14 - Standpipes Systems.

(c) NFPA 17A - Wet Chemical System

(d) NFPA 24 - Private Fire Mains.

(e) (California Amended) NFPA 72 - National Fire Alarm Codes.

(f) NFPA 253 - Critical Radiant Flux of Floor Covering System.

(g) NFPA 2001 - Clean Agent Fire Extinguishing Systems.

(11) NOT USED

(12) NOT USED

B. NOT USED

(1)

C. NOT USED

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT
ABBREVIATIONS AND ACRONYMS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

A. General Conditions including without limitation, Definitions;
B. Special Conditions.

1.02 DOCUMENT INCLUDES:

A. Abbreviations used throughout the Contract Documents.
B. Reference to a technical society, organization, or body is by abbreviation, as follows:

1. AA The Aluminum Association
2. AASHTO American Association of State Highway and Transportation Officials
3. ABPA Acoustical and Board Products Association
4. ACI American Concrete Institute
5. AGA American Gas Association
6. AGC Associated General Contractors of America
7. AHC Architectural Hardware Consultant
8. AHRI Air Conditioning, Heating, Refrigeration Institute
9. AI Asphalt Institute
10. AIA American Institute of Architects
11. AISC American Institute of Steel Construction
12. AISI American Iron and Steel Institute
13. AMCA Air Movement and Control Association
14. ANSI American National Standards Institute
15. APA APA – The Engineered Wood Association
16. ASHRAE American Society of Heating, Refrigeration and Air Conditioning Engineers
17. ASSE American Society of Civil Engineers
18. ASME American Society of Mechanical Engineers
19. ASTM American Society of Testing and Materials
20. AWPA American Wood Protection Association
21. AWPI American Wood preservers Institute
22. AWS American Welding Society
23. AWSC American Welding Society Code
24. AWI Architectural Woodwork Institute
25. AWWA American Water Works Association
26. BIA The Brick Industry Association
27. CCR California Code of Regulations
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<tr>
<th>No.</th>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>28.</td>
<td>CLFMI</td>
<td>Chain Link Fence Manufacturers Institute</td>
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<td>29.</td>
<td>CRA</td>
<td>California Redwood Association</td>
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<td>30.</td>
<td>CRSI</td>
<td>Concrete Reinforcing Steel Institute</td>
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<td>31.</td>
<td>CS</td>
<td>Commercial Standards</td>
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<tr>
<td>32.</td>
<td>CSI</td>
<td>Construction Specifications Institute</td>
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<td>33.</td>
<td>CTI</td>
<td>Cooling Technology Institute</td>
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<tr>
<td>34.</td>
<td>FGIA</td>
<td>Fenestration and Glazing Industry Alliance</td>
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<td>35.</td>
<td>FGMA</td>
<td>Flat Glass Manufacturer's Association</td>
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<td>36.</td>
<td>FIA</td>
<td>Factory Insurance Association</td>
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<td>37.</td>
<td>FM</td>
<td>Factory Mutual Global</td>
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<td>38.</td>
<td>FS/FED SPEC</td>
<td>Federal Specification</td>
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<td>39.</td>
<td>FTI</td>
<td>Facing Title Institute</td>
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<td>40.</td>
<td>GA</td>
<td>Gypsum Association</td>
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<td>41.</td>
<td>IAPMO</td>
<td>International Association of Plumbing and Mechanical Officials</td>
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<td>42.</td>
<td>ICC</td>
<td>International Code Council</td>
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<tr>
<td>43.</td>
<td>IEEE</td>
<td>Institute of Electrical and Electronic Engineers</td>
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<td>44.</td>
<td>IES</td>
<td>Illuminating Engineering Society</td>
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<td>45.</td>
<td>MCAC</td>
<td>Mason Contractors Association of California</td>
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<td>46.</td>
<td>MIMA</td>
<td>Mineral Wool Insulation Manufacturers Association</td>
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<td>47.</td>
<td>MLMA</td>
<td>Metal Lath Manufacturers Association</td>
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<td>48.</td>
<td>MS/MIL SPEC</td>
<td>Military Specifications</td>
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<td>49.</td>
<td>NAAMM</td>
<td>National Association of Architectural Metal Manufacturers</td>
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<td>50.</td>
<td>NBHA</td>
<td>National Builders Hardware Association</td>
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<td>51.</td>
<td>NCMA</td>
<td>National Concrete Masonry Association</td>
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<td>52.</td>
<td>NCSEA</td>
<td>National Council of Structural Engineers Associations</td>
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<td>53.</td>
<td>NEC</td>
<td>National Electrical Code</td>
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<td>54.</td>
<td>NEMA</td>
<td>National Electrical Manufacturers Association</td>
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<td>55.</td>
<td>NIST</td>
<td>National Institute of Standards and Technology</td>
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<td>56.</td>
<td>NSI</td>
<td>Natural Stone Institute</td>
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<td>57.</td>
<td>NTMA</td>
<td>National Terrazzo and Mosaic Association</td>
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<td>58.</td>
<td>ORS</td>
<td>Office of Regulatory Services (California)</td>
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<td>59.</td>
<td>OSHA</td>
<td>Occupational Safety and Health Act</td>
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<td>60.</td>
<td>PCI</td>
<td>Precast Concrete Institute</td>
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<td>61.</td>
<td>PCA</td>
<td>Portland Cement Association</td>
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<td>62.</td>
<td>PCA</td>
<td>Painting Contractors Association</td>
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<td>63.</td>
<td>PDI</td>
<td>Plumbing Drainage Institute</td>
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<td>64.</td>
<td>PEI</td>
<td>Porcelain Enamel Institute</td>
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<td>65.</td>
<td>PG&amp;E</td>
<td>Pacific Gas &amp; Electric Company</td>
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<tr>
<td>66.</td>
<td>PS</td>
<td>Product Standards</td>
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<tr>
<td>67.</td>
<td>SDI</td>
<td>Steel Door Institute; Steel Deck Institute</td>
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<td>68.</td>
<td>SJI</td>
<td>Steel Joist Institute</td>
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<td>69.</td>
<td>SSPC</td>
<td>Society for Protective Coatings</td>
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<td>70.</td>
<td>TCNA</td>
<td>Tile Council of North America</td>
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<td>71.</td>
<td>TPI</td>
<td>Truss Plate Institute</td>
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<tr>
<td>72.</td>
<td>UBC</td>
<td>Uniform Building Code</td>
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<tr>
<td>73.</td>
<td>UL</td>
<td>Underwriters Laboratories Code</td>
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<tr>
<td>74.</td>
<td>UMC</td>
<td>Uniform Mechanical Code</td>
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</tbody>
</table>
Abbreviations and Acronyms

75. USDA  United States Department of Agriculture
76. VI     Vermiculite Institute
77. WCLIB  West Coast Lumber Inspection Bureau
78. WDMA   Window and Door Manufacturers Association
79. WEUSER Western Electric Utilities Service Engineering Requirements
80. WIC    Woodwork Institute of California

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT
PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

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

A. General Conditions including without limitation, Definitions;
B. Special Conditions.

1.02 QUALITY ASSURANCE

A. For products or workmanship specified by association, trade, or Federal Standards, Contractor shall comply with requirements of the standard, except when more rigid requirements are specified in the Contract Documents, or are required by applicable codes.

B. Contractor shall conform to current reference standard publication date in effect on the date of bid opening.

C. Contractor shall obtain copies of standards unless specifically required not to by the Contract Documents.

D. Contractor shall maintain a copy of all standards at jobsite during submittals, planning, and progress of the specific Work, until final completion, unless specifically required not to by the Contract Documents.

E. Should specified reference standards conflict with Contract Documents, Contractor shall request clarification from the District and/or the Architect before proceeding.

F. The contractual relationship of the parties to the Contract shall not be altered from the contractual relationship as indicated in the Contract Documents by mention or inference otherwise in any referenced document.

G. Governing Codes shall be as shown in the Contract Documents including, without limitation, the Specifications.

END OF DOCUMENT
# REFERENCES

## PART 1 - GENERAL

### 1.01 SCHEDULE OF REFERENCES:

The following information is intended only for the general assistance of the Contractor, and the District does not represent that all of the information is current. It is the Contractor’s responsibility to verify the correct information for each of the entities listed.

| AA | The Aluminum Association  
1400 Crystal Drive, Suite 430  
Arlington, VA 22202  
www.aluminum.org | 703/358-2960 |
|---|---|---|
| AABC | Associated Air Balance Council  
2401 Pennsylvania Avenue NW, Suite 330  
Washington, DC 20037  
www.aabc.com | 202/737-0202 |
| AASHTO | American Association of State Highway and Transportation Officials  
555 12th St. NW - Suite 1000  
Washington, DC 20004  
www.transportation.org | 202/624-5800 |
| AATCC | American Association of Textile Chemists and Colorists  
P.O. Box 12215  
One Davis Drive  
Research Triangle Park, NC 27709 2215  
www.aatcc.org | 919/549-8141 |
| ACA | American Coatings Association  
901 New York Ave., NW, Suite 300 West  
Washington DC, 20001  
www.paint.org | 202/462-6272 |
| ACI | American Concrete Institute  
38800 Country Club Dr.  
Farmington Hills, MI 48331-3439  
www.concrete.org | 248/848-3800 |
| ACPA | American Concrete Pipe Association  
5605 N. MacArthur Blvd., Suite 340  
Irving, TX 75038  
www.concrete-pipe.org | 972/506-7216 |
<table>
<thead>
<tr>
<th>Organization</th>
<th>Address</th>
<th>Phone</th>
<th>Website</th>
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</table>
| ADC          | Air Duct Council  
1901 N. Roselle Road, Suite 800  
Schaumburg, Illinois 60195  
www.flexibleduct.org | 847/706-6750 | |
| AF&PA        | American Forest and Paper Association  
1101 K Street, NW, Suite 700  
Washington, DC 20005  
www.afandpa.org | 202/463-2700 | |
| AGA          | American Gas Association  
400 North Capitol Street, NW, Suite 450  
Washington, DC 20001  
www.aga.org | 202/824-7000 | |
| AGC          | Associate General Contractors of America  
2300 Wilson Blvd., Suite 300  
Arlington, VA 22201  
www.agc.org | 703/548-3118 | |
| AHA          | American Hardboard Association  
1210 West Northwest Highway  
Palatine, IL 60067  
domensino.com/AHA/default.htm | 847/934-880 | |
| AI           | Asphalt Institute  
2696 Research Park Drive  
Lexington, KY 40511-8480  
www.asphaltinstitute.org | 859/288-4960 | |
| AIA          | The American Institute of Architects  
1735 New York Ave., NW  
Washington, DC 20006-5292  
www.aia.org | 202/626-7300 | |
| AISC         | American Institute of Steel Construction  
130 East Randolph Street Suite 2000  
Chicago, IL 60601  
www.aisc.org | 312.670.2400 | |
| AIA          | American Insurance Association  
(formerly the National Board of Fire Underwriters)  
555 12th St, NW, Suite 550  
Washington DC 20004  
www.aiadc.org | 800/242-3837 | |
| AISI         | American Iron and Steel Institute  
25 Massachusetts Ave., NW, Suite 800  
Washington, DC 20001  
www.steel.org | 202/452.7100 | |
<table>
<thead>
<tr>
<th>Reference</th>
<th>Name</th>
<th>Address</th>
<th>Website</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>AITC</td>
<td>American Institute of Timber Construction</td>
<td>1010 South 336th Street, #210 Federal Way, WA 98037-7394</td>
<td><a href="http://www.aitc-glulam.org">www.aitc-glulam.org</a></td>
<td>253/835.3344</td>
</tr>
<tr>
<td>ALI</td>
<td>Associated Laboratories, Inc.</td>
<td>P.O. Box 152837 Dallas, TX 75315</td>
<td><a href="http://www.assoc-labs.com">www.assoc-labs.com</a></td>
<td>214/565-0593</td>
</tr>
<tr>
<td>ALSC</td>
<td>American Lumber Standards Committee, Inc.</td>
<td>7470 New Technology Way, Suite F Frederick, MD 21703</td>
<td><a href="http://www.alsc.org">www.alsc.org</a></td>
<td>301/972-1700</td>
</tr>
<tr>
<td>AMCA</td>
<td>Air Movement and Control Association International, Inc.</td>
<td>30 W. University Drive Arlington Heights, IL 60004</td>
<td><a href="http://www.amca.org">www.amca.org</a></td>
<td>847/394-0150</td>
</tr>
<tr>
<td>ANLA</td>
<td>American Nursery &amp; Landscape Association (now AmericanHort)</td>
<td>2130 Stella Court Columbus, OH 43215</td>
<td><a href="http://www.americanhort.org">www.americanhort.org</a></td>
<td>202/789-2900</td>
</tr>
<tr>
<td>ANSI</td>
<td>American National Standards Institute</td>
<td>1899 L Street, NW, 11th Floor Washington, DC, 20036</td>
<td>wwwansi.org</td>
<td>202/293.8020</td>
</tr>
<tr>
<td>APA</td>
<td>Architectural Precast Association</td>
<td>325 John Know Rd, Ste L103 Tallahassee, FL 32303</td>
<td><a href="http://www.archprecast.org">www.archprecast.org</a></td>
<td>850/205.5637</td>
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<td>Acronym</td>
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<td>ARMA</td>
<td>Asphalt Roofing Manufacturers Association</td>
<td>Public Information Department</td>
<td>202/591-2490</td>
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<tr>
<td></td>
<td></td>
<td>529 14th Street, NW</td>
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<td>Suite 1280</td>
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<td>Washington, DC 20045</td>
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<td><a href="http://www.asphaltroofing.org">www.asphaltroofing.org</a></td>
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<tr>
<td>ASA</td>
<td>The Acoustical Society of America</td>
<td>Suite 300</td>
<td>516/576-2360</td>
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<tr>
<td></td>
<td></td>
<td>1305 Walt Whitman Road</td>
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<td></td>
<td>Melville, NY 11747-4300</td>
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<td><a href="https://acousticalsociety.org/">https://acousticalsociety.org/</a></td>
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<tr>
<td>ASCE</td>
<td>American Society of Civil Engineers</td>
<td>1801 Alexander Bell Drive</td>
<td>800/548-2723</td>
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<tr>
<td></td>
<td></td>
<td>Reston, VA 20191</td>
<td>703/295-6300</td>
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<td><a href="http://www.asce.org">www.asce.org</a></td>
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<tr>
<td>ASHRAE</td>
<td>American Society of Heating, Refrigerating and Air Conditioning Engineers</td>
<td>180 Technology Parkway</td>
<td>800/527-4723</td>
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<td></td>
<td></td>
<td>Peachtree Corners, GA 30092</td>
<td>404/636-8400</td>
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<td><a href="http://www.ashrae.org">www.ashrae.org</a></td>
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<td>ASLA</td>
<td>American Society of Landscape Architects</td>
<td>636 Eye Street, NW</td>
<td>202/898-2444</td>
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<td>Washington, DC 20001-3736</td>
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<td><a href="http://www.asla.org">www.asla.org</a></td>
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<td>ASME</td>
<td>American Society of Mechanical Engineers</td>
<td>Two Park Avenue</td>
<td>800/834-2763</td>
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<td></td>
<td></td>
<td>New York, NY 10016-5990</td>
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<td><a href="http://www.asme.org">www.asme.org</a></td>
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<tr>
<td>ASPE</td>
<td>American Society of Plumbing Engineers</td>
<td>6400 Shafer Court, Suite 350</td>
<td>847/296-0002</td>
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<tr>
<td></td>
<td></td>
<td>Rosemont, IL 60018</td>
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<td><a href="http://aspe.org">http://aspe.org</a></td>
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<td>ASQ</td>
<td>American Society for Quality</td>
<td>P.O. Box 3005</td>
<td>800/248-1946</td>
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<td></td>
<td>Milwaukee, WI 53201-3005</td>
<td>414/272-8575</td>
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<td>600 North Plankinton Avenue</td>
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<td>Milwaukee, WI 53203</td>
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<td><a href="http://asq.org">http://asq.org</a></td>
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<td>ASSE</td>
<td>American Society of Sanitary Engineering</td>
<td>18927 Hickory Creek Dr., Suite 220</td>
<td>708/995-3019</td>
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<td>Mokena, IL 60448</td>
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<td><a href="http://www.asse-plumbing.org">www.asse-plumbing.org</a></td>
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<td>ASTM</td>
<td>100 Barr Harbor Drive, PO Box C700, West Conshohocken, PA 19428-2959, <a href="http://www.astm.org">www.astm.org</a></td>
<td>610/832-9500</td>
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<td>AWCI</td>
<td>Association of the Wall and Ceiling Industry, 513 West Broad Street, Suite 210, Falls Church, VA 22046, <a href="http://www.awci.org">www.awci.org</a></td>
<td>703/538-1600</td>
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<td>AWPA</td>
<td>American Wood Protection Association, P.O. Box 361784, Birmingham, AL 35236-1784, <a href="http://www.awpa.com">www.awpa.com</a></td>
<td>205/733-4077</td>
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<td>AWS</td>
<td>American Welding Society, 8669 NW 36 Street, Suite 130, Miami, Florida 33166, <a href="http://www.aws.org">www.aws.org</a></td>
<td>800/443-9353, 305/443-9353</td>
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<td>AWI</td>
<td>Architectural Woodwork Institute, 46179 Westlake Drive, Suite 120, Potomac Falls, VA 20165-5874, <a href="http://www.awinet.org">www.awinet.org</a></td>
<td>571/323-3636</td>
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<td>AWWA</td>
<td>American Water Works Association, 6666 West Quincy Avenue, Denver, CO 80235, <a href="http://www.awwa.org">www.awwa.org</a></td>
<td>800/926-7337, 303/794 7711</td>
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<tr>
<td>BIA</td>
<td>The Brick Industry Association, 12007 Sunrise Valley Drive, Suite 430, Reston, VA 20191, <a href="http://www.gobrick.com">www.gobrick.com</a></td>
<td>703/620-0010</td>
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<td>CGA</td>
<td>Compressed Gas Association, 8484 Westpark Drive, Suite 220, McLean VA 22102, <a href="http://www.cganet.com">www.cganet.com</a></td>
<td>703/788-2700</td>
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</table>
| CISCA       | Ceilings & Interior Systems Construction Association  
1010 Jorie Blvd, Suite 30  
Oak Brook, IL 60523  
www.cisca.org | 630/584-1919 |
| CISPI       | Cast Iron Soil Pipe Institute  
2401 Fieldcrest Dr.  
Mundelein, IL 60060  
www.cispi.org | 224/864-2910 |
| CLFMI       | Chain Link Fence Manufacturers Institute  
10015 Old Columbia Road, Suite B-215  
Columbia, MD 21046  
chainlinkinfo.org | 301/596-2583 |
| CPA         | Composite Panel Association  
19465 Deerfield Avenue, Suite 306  
Leesburg, VA 20176  
www.compositepanel.org | 703/724-1128 |
| CPSC        | Consumer Product Safety Commission  
4330 East West Highway  
Bethesda, MD 20814  
www.cpsc.gov | 800/638-2772 |
| CRA         | California Redwood Association  
818 Grayson Road, Suite 201  
Pleasant Hill, CA 94523  
www.calredwood.org | 925/935-1499 |
| CRI         | Carpet and Rug Institute  
100 S. Hamilton Street  
Dalton, Georgia 30722-2048  
www.carpet-rug.org | 706/278-3176 |
| CRSI        | Concrete Reinforcing Steel Institute  
933 N. Plum Grove Road  
Schaumburg, IL 60173 4758  
www.crsi.org | 847/517-1200 |
| CSI         | The Construction Specifications Institute  
123 North Pitt St, Ste 450  
Alexandria VA 22314  
www.csinet.org | 800/689-2900 |
| CTIOA       | Ceramic Tile Institute of America  
12061 Jefferson Blvd.  
Culver City, CA 90230-6219  
www.ctioa.org | 310/574-7800 |
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<tr>
<td>DHA</td>
<td>Decorative Hardwoods Association (formerly Hardwood Plywood &amp; Veneer Association)</td>
<td>42777 Trade West Dr. Sterling, VA 20166 <a href="https://www.decorativehardwoods.org/">https://www.decorativehardwoods.org/</a></td>
<td>703/435-2900</td>
</tr>
<tr>
<td>DHI</td>
<td>Door and Hardware Institute (formerly National Builders Hardware Association)</td>
<td>2001 K Street NW, 3rd Floor North Washington, DC 20006 <a href="http://www.dhi.org">www.dhi.org</a></td>
<td>202/367-1134</td>
</tr>
<tr>
<td>DIPRA</td>
<td>Ductile Iron Pipe Research Association</td>
<td>P.O. Box 190306 Birmingham, AL 35219 <a href="http://www.dipra.org">www.dipra.org</a></td>
<td>205/402-8700</td>
</tr>
<tr>
<td>DOT</td>
<td>U.S. Department of Transportation</td>
<td>1200 New Jersey Avenue, SE Washington, DC 20590 <a href="http://www.dot.gov">www.dot.gov</a></td>
<td>855/368-4200</td>
</tr>
<tr>
<td>EJMA</td>
<td>Expansion Joint Manufacturers Association, Inc.</td>
<td>25 North Broadway Tarrytown, NY 10591 <a href="http://www.ejma.org">www.ejma.org</a></td>
<td>914/332-0040</td>
</tr>
<tr>
<td>EPA</td>
<td>Environmental Protection Agency</td>
<td>Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 <a href="http://www.epa.gov">www.epa.gov</a></td>
<td>202/272-0167</td>
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<tr>
<td>FCICA</td>
<td>Floor Covering Installation Contractors Association</td>
<td>800 Roosevelt Rd., Bldg. C, Suite 312 Glen Ellyn, IL 60137 <a href="http://www.fcica.com">www.fcica.com</a></td>
<td>630/672-3702</td>
</tr>
<tr>
<td>FGIA</td>
<td>Fenestration and Glazing Industry Alliance</td>
<td>1900 E Golf Rd, Suite 1250 Schaumburg, IL 60173 <a href="http://www.aamanet.org">www.aamanet.org</a></td>
<td>847/303-5664</td>
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<tr>
<td>GA</td>
<td>The Gypsum Association</td>
<td>962 Wayne Ave., Suite 620, Silver Spring, MD 20910</td>
<td><a href="http://www.gypsum.org">www.gypsum.org</a></td>
</tr>
<tr>
<td>GANA</td>
<td>Glass Association of North America</td>
<td>1945 Old Gallows Road Suite 750, Vienna, VA 22182</td>
<td><a href="http://www.glasswebsite.com">www.glasswebsite.com</a></td>
</tr>
<tr>
<td>HMA</td>
<td>Hardwood Manufacturers Association</td>
<td>665 Rodi Road, Suite 305, Pittsburgh, PA 15235</td>
<td><a href="http://hmamembers.org">http://hmamembers.org</a></td>
</tr>
<tr>
<td>IAPMO</td>
<td>International Association of Plumbing and Mechanical Officials (formerly the Western Plumbing Officials Association)</td>
<td>4755 E. Philadelphia St., Ontario, CA 91761</td>
<td><a href="http://www.iapmo.org">www.iapmo.org</a></td>
</tr>
<tr>
<td>ICC</td>
<td>International Code Council</td>
<td>500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001</td>
<td><a href="http://www.iccsafe.org">www.iccsafe.org</a></td>
</tr>
<tr>
<td>IEEE</td>
<td>Institute of Electrical and Electronics Engineers</td>
<td>3 Park Avenue, 17th Floor, New York, NY 10016-5997</td>
<td><a href="http://www.ieee.org">www.ieee.org</a></td>
</tr>
<tr>
<td>Organization</td>
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</tbody>
</table>
| IES          | Illuminating Engineering Society  
120 Wall Street, Floor 17  
New York, NY 10005-4001  
www.ies.org | 212/248-5000 |
| ITRK         | Intertek Testing Services  
3933 US Route 11  
Cortland, NY 13045  
www.intertek.com | 607/753-6711 |
| MCAA         | Mechanical Contractors Association of America  
1385 Piccard Drive  
Rockville, MD 20850  
www.mcaa.org | 301/869-5800 |
| MMPA (formerly WMMPA) | Moulding & Millwork Producers Association  
(formerly Wood Moulding & Millwork Producers Association)  
507 First Street  
Woodland, CA 95695  
www.wmmpa.com | 530/661-9591  
800/550-7889 |
| MSS          | Manufacturers Standardization Society (MSS) of the Valve and Fittings Industry  
127 Park Street, NE  
Vienna, VA 22180-4602  
http://mss-hq.org | 703/281-6613 |
| NAAMM        | National Association of Architectural Metal Manufacturers  
800 Roosevelt Rd. Bldg. C, Suite 312  
Glen Ellyn, IL 60137  
www.naamm.org | 630/942-6591 |
| NAIMA        | North American Insulation Manufacturers Association  
11 Canal Center Plaza, Suite 103  
Alexandria, VA 22314  
www.naima.org | 703/684-0084 |
| NALP         | National Association of Landscape Professionals  
(formerly Professional Landcare Network)  
12500 Fair Lakes Circle, Suite 200  
Fairfax, VA 22033  
https://www.landscapeprofessionals.org/ | 703/736-9666 |
| NAPA         | National Asphalt Pavement Association  
6406 Ivy Lane, Suite 350  
Greenbelt, MD USA 20770-1441  
www.asphaltpavement.org | 888/468-6499  
301/731-4748 |
| NCSPA | National Corrugated Steel Pipe Association  
14070 Proton Road, Suite 100 LB9  
Dallas, TX 75244  
www.ncspa.org | 972/850-1907 |
| NCMA | National Concrete Masonry Association  
13750 Sunrise Valley Drive  
Herndon, VA 20171-4662  
www.ncma.org | 703/713-1900 |
| NEBB | National Environmental Balancing Bureau  
8575 Grovemont Circle  
Gaithersburg, MD 20877  
www.nebb.org | 301/977-3698 |
| NECA | National Electrical Contractors Association  
1201 Pennsylvania Ave. NW  
Washington, D.C., 20004  
www.necanet.org | 202/991-6300 |
| NEMA | National Electrical Manufacturers Association  
1300 North 17th Street, Suite 1752  
Rosslyn, Virginia 22209  
www.nema.org | 703/841-3200 |
| NEII | National Elevator Industry, Inc.  
5537 SW Urish Road  
Topeka, KS 66610  
https://nationalelevatorindustry.org/ | 703/589-9985 |
| NFPA | National Fire Protection Association  
1 Batterymarch Park  
Quincy, Massachusetts  
USA 02169-7471  
www.nfpa.org | 617/770-3000 |
| NHLA | National Hardwood Lumber Association  
PO Box 34518  
Memphis, TN 38184  
www.nhla.com | 901/377-1818 |
| NIA | National Insulation Association  
516 Herndon Pkwy., Ste. D  
Herndon, VA 20170  
www.insulation.org | 703/464-6422 |
| NRCA | National Roofing Contractors Association  
10255 W. Higgins Road, Suite 600  
Rosemont, IL 60018-5607  
www.nrca.net | 847/299-9070 |
<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Name</th>
<th>Address</th>
<th>Phone Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>NSF</td>
<td>NSF International</td>
<td>789 N. Dixboro Road, Ann Arbor, MI 48113-0140, USA</td>
<td>800/673-6275, 734/769-8010</td>
</tr>
<tr>
<td>NSI</td>
<td>Natural Stone Institute (formerly Marble Institute of America)</td>
<td>380 E. Lorain St., Oberlin, OH 44074</td>
<td>440/250-9222</td>
</tr>
<tr>
<td>NTMA</td>
<td>National Terrazzo and Mosaic Association</td>
<td>PO Box 2605, Fredericksburg, TX 78624</td>
<td>800/323-9736</td>
</tr>
<tr>
<td>OSHA</td>
<td>Occupational Safety and Health Act</td>
<td>U.S. Department of Labor, Occupational Safety &amp; Health Administration, 200 Constitution Ave., NW, Washington, D.C. 20210</td>
<td>800/321-OSHA (6742)</td>
</tr>
<tr>
<td>PCA</td>
<td>Portland Cement Association</td>
<td>5420 Old Orchard Road, Skokie, IL 60077</td>
<td>847/966-6200, 202/408-9494</td>
</tr>
<tr>
<td></td>
<td>or 200 Massachusetts Ave NW, Suite 200, Washington, D.C. 20001</td>
<td><a href="http://www.cement.org">www.cement.org</a></td>
<td></td>
</tr>
<tr>
<td>PCA</td>
<td>Painting Contractors Association (formerly Painting and Decorating Contractors of America)</td>
<td>2316 Millpark Drive, Maryland Heights, MO</td>
<td>800/322-7322</td>
</tr>
<tr>
<td>PCI</td>
<td>Precast/Prestressed Concrete Institute</td>
<td>8770 W. Bryn Mawr Ave., Suite 1150, Chicago, IL 60631</td>
<td>312/786-0300</td>
</tr>
<tr>
<td>PDI</td>
<td>Plumbing &amp; Drainage Institute</td>
<td>800 Turnpike Street, Suite 300, North Andover, MA 01845</td>
<td>978/557-0720, 800/589-8956</td>
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<tr>
<td>Abbreviation</td>
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<td>PEI</td>
<td>Porcelain Enamel Institute, Inc.</td>
<td>P.O. Box 920220 Norcross, GA 30010 <a href="http://www.porcelainenamel.com">www.porcelainenamel.com</a></td>
<td></td>
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<tr>
<td>PG&amp;E</td>
<td>Pacific Gas &amp; Electric Company</td>
<td><a href="http://www.pge.com">www.pge.com</a></td>
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<tr>
<td>PLIB</td>
<td>Pacific Lumber Inspection Bureau (formerly West Coast Lumber Inspection Bureau)</td>
<td>1010 South 336th Street #210 Federal Way, WA 98003-7394 <a href="https://www.plib.org/">https://www.plib.org/</a></td>
<td></td>
</tr>
<tr>
<td>RFCI</td>
<td>Resilient Floor Covering Institute</td>
<td>115 Broad Street, Suite 201 La Grange GA 30240 <a href="http://www.rfci.com">www.rfci.com</a></td>
<td></td>
</tr>
<tr>
<td>SDI</td>
<td>Steel Deck Institute</td>
<td>P.O. Box 426 Glenshaw, PA 15116 <a href="http://www.sdi.org">www.sdi.org</a></td>
<td></td>
</tr>
<tr>
<td>SDI</td>
<td>Steel Door Institute</td>
<td>30200 Detroit Road Westlake, Ohio 44145 <a href="http://www.steeldoor.org">www.steeldoor.org</a></td>
<td></td>
</tr>
<tr>
<td>SJI</td>
<td>Steel Joist Institute</td>
<td>140 West Evans Street Suite 203 Florence, SC 29501 <a href="http://steeljoist.org">http://steeljoist.org</a></td>
<td></td>
</tr>
<tr>
<td>SMA</td>
<td>Stucco Manufacturers Association</td>
<td>5753 E Santa Ana Cyn Rd, #G-156 Anaheim, CA 92807 <a href="http://www.stuccomfgassoc.com">www.stuccomfgassoc.com</a></td>
<td></td>
</tr>
<tr>
<td>SMACNA</td>
<td>Sheet Metal and Air Conditioning Contractors' National Association</td>
<td>4201 Lafayette Center Drive Chantilly, Virginia 20151-1219 <a href="http://www.smacna.org">www.smacna.org</a></td>
<td></td>
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<tr>
<td>SPI</td>
<td>SPI: The Plastics Industry Trade Association, Inc.</td>
<td>1425 K St. NW, Suite 500 Washington, DC 20005 <a href="http://www.plasticsindustry.org">www.plasticsindustry.org</a></td>
<td></td>
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<tr>
<td>abbreviated name</td>
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<tr>
<td>SSPC</td>
<td>Society for Protective Coatings (formerly the Steel Structures Painting Council)</td>
<td>800 Trumbull Drive, Pittsburgh, PA 15205, <a href="http://www.sspc.org">www.sspc.org</a></td>
<td>412/281-2331, 877/281-7772</td>
</tr>
<tr>
<td>TPI</td>
<td>Truss Plate Institute</td>
<td>2670 Crain Highway, Ste. 203, Waldorf, MD 20601, <a href="http://www.tpinst.org">www.tpinst.org</a></td>
<td>240/587-5582</td>
</tr>
<tr>
<td>TPI</td>
<td>Turfgrass Producers International</td>
<td>444 E. Roosevelt Road #346, Lombard, IL 60148, <a href="http://www.turfgrassod.org">www.turfgrassod.org</a></td>
<td>800/405-8873, 847/649-5555</td>
</tr>
<tr>
<td>TCIA</td>
<td>Tree Care Industry Association (formerly the National Arborist Association)</td>
<td>670 N Commercial Street Suite #201, Manchester, NH 03101, <a href="http://www.tcia.org">www.tcia.org</a></td>
<td>800/733-2622</td>
</tr>
<tr>
<td>TVI</td>
<td>The Vermiculite Institute</td>
<td>c/o The Schundler Company, 10 Central Street, Nahant, MA 01908, <a href="http://www.vermiculiteinstitute.org">www.vermiculiteinstitute.org</a></td>
<td>732/287-2244</td>
</tr>
<tr>
<td>UL</td>
<td>Underwriters Laboratories Inc.</td>
<td>333 Pfingsten Road, Northbrook, IL 60062-2096, <a href="http://www.ul.com">www.ul.com</a></td>
<td>847/272-8800, 877/854-3577</td>
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<tr>
<td>UNI</td>
<td>Uni-Bell PVC Pipe Association</td>
<td>201 E. John Carpenter Freeway, Suite 750, Irving, TX 75062, <a href="http://www.uni-bell.org">www.uni-bell.org</a></td>
<td>972/243-3902</td>
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<tr>
<td>Acronym</td>
<td>Organization Name</td>
<td>Address</td>
<td>City, State Zip</td>
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<tr>
<td>WA</td>
<td>Wallcoverings Association</td>
<td>35 E Wacker Dr Suite 850 Chicago, IL 60601</td>
<td>Chicago, IL 60601</td>
</tr>
<tr>
<td>WI</td>
<td>Woodwork Institute</td>
<td>1455 Response Road, Suite 110 Sacramento, CA 95815</td>
<td>Sacramento, CA 95815</td>
</tr>
<tr>
<td>WRI</td>
<td>Wire Reinforcement Institute</td>
<td>942 Main Street Hartford, CT 06103</td>
<td>Hartford, CT 06103</td>
</tr>
<tr>
<td>WWCA</td>
<td>Western Wall &amp; Ceiling Contractors Association</td>
<td>1910 N. Lime St. Orange, California 92865</td>
<td>Orange, California 92865</td>
</tr>
<tr>
<td>WWPA</td>
<td>Western Wood Products Association (formerly Redwood Inspection Service)</td>
<td>1500 SW First Ave., STE 870 Portland, OR 97201</td>
<td>Portland, OR 97201</td>
</tr>
</tbody>
</table>

**PART 2 - PRODUCTS Not Used.**

**PART 3 - EXECUTION Not Used.**

END OF DOCUMENT
PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

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

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

1.02 MATERIAL AND EQUIPMENT

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

1.03 MATERIAL AND EQUIPMENT COLORS

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

1.04 DELIVERY, STORAGE, AND HANDLING

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

E. Contractor shall store material so as to cause no obstructions of sidewalks, roadways, access to the Site or buildings, and underground services. Contractor shall protect material and equipment furnished under Contract.

F. Contractor may store materials on Site with prior written approval by the District, all material shall remain under Contractor's control and Contractor shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Contractor shall provide for off-site storage at a bonded warehouse and with appropriate insurance coverage at no cost to District.

G. When any room in Project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.

B. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

2.02 FACILITIES AND EQUIPMENT

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

2.03 MATERIAL REFERENCE STANDARDS

Where material is specified solely by reference to “standard specifications” and if requested by District, Contractor shall submit for review data on actual material proposed to be incorporated into Work of Contract listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.
PART 3 - EXECUTION

3.01 WORKMANSHIP

A. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).

B. Work shall be executed by tradespersons skilled in their respective lines of Work. When completed, parts shall have been durably and substantially built and present a neat appearance.

3.02 COORDINATION

A. Contractor shall coordinate installation of Work so as to not interfere with installation of others. Adjustment or rework because of Contractor's failure to coordinate will be at no additional cost to District.

B. Contractor shall examine in-place work for readiness, completeness, fitness to be concealed or to receive other work, and in compliance with Contract Documents. Concealing or covering Work constitutes acceptance of additional cost which will result should in-place Work be found unsuitable for receiving other Work or otherwise deviating from the requirements of the Contract Documents.

3.03 COMPLETENESS

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

3.04 APPROVED INSTALLER OR APPLICATOR

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

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

END OF DOCUMENT
PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

A. General Conditions;
B. Special Conditions;
C. Site Standards; and
D. Construction Waste Management and Disposal.

1.02 TEMPORARY UTILITIES:

A. Electric Power and Lighting:

(1) Contractor will pay for power during the course of the Work. To the extent power is available in the building(s) or on the Site, Contractor may use the District’s existing utilities by making prearranged payments to the District for the utilities used by Contractor and all Subcontractors. Contractor shall be responsible for providing temporary facilities required to deliver that power service from its existing location in the building(s) or on the Site to point of intended use.

(2) Contractor shall verify characteristics of power available in building(s) or on the Site. Contractor shall take all actions required to make modifications where power of higher voltage or different phases of current are required. Contractor shall be fully responsible for providing that service and shall pay all costs required therefor.

(3) Contractor shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.

(4) Contractor shall be responsible for maintaining existing lighting levels in the project vicinity should temporary outages or service interruptions occur.

B. Heat and Ventilation:

(1) Contractor shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to
protect materials and finishes from damage due to improper temperature and humidity conditions. Portable heaters shall be standard units complete with controls.

(2) Contractor shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases.

(3) Contractor shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

C. Water:

(1) Contractor shall pay for water used during the course of the Work. Contractor shall coordinate and pay for installation or use of water meter in compliance with local water agency requirements. To the extent water is then available in the building(s) or on the Site, Contractor may use the District’s existing utilities by making prearranged payments to the District for the utilities used by Contractor and all Subcontractors. Contractor shall be responsible for providing temporary facilities required to deliver such utility service from its existing location in the building(s), on the Site, or other location approved by the local water agency, to point of intended use.

(2) Contractor shall use backflow preventers on water lines at point of connection to District’s water supply. Backflow preventers shall comply with requirements of Uniform Plumbing Code.

(3) Contractor shall make potable water available for human consumption.

D. Sanitary Facilities:

(1) Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the Inspector or Contractor completes all other work at the Site.

(2) Use of toilet facilities in the Work under construction shall not be permitted except by consent of the Inspector and the District.

E. Telephone Service:

(1) Contractor shall arrange with local telephone service company for telephone service as required for the performance of the Work. Contractor shall, at a minimum, provide in its field office one line for telephone and one line for fax machine.

(2) Contractor shall pay the costs for telephone and fax lines installation, maintenance, service, and removal.
F. Fire Protection:
   (1) Contractor shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.
   (2) Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces.

G. Trash Removal:
   (1) Contractor shall provide trash removal on a timely basis. Under no circumstance shall Contractor use District trash service.

H. NOT USED

I. NOT USED

1.03 CONSTRUCTION AIDS:

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

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

1.04 BARRIERS AND ENCLOSURES:

A. Contractor shall obtain the District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.

B. Contractor shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises, the public, and workers. Contractor shall also protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.
C. Contractor shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.

D. Tree and Plant Protection:

(1) Contractor shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.

(2) Contractor shall provide barriers to a minimum height of 4'-0" around drip line of each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations, or as denoted on the Plans.

(3) Contractor shall not park trucks, store materials, perform Work or cross over landscaped areas. Contractor shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the District and at Contractor's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the District.

(4) Contractor shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Contractor's expense.

(5) Excavation around Trees:

(a) Excavation within drip lines of trees shall be done only where absolutely necessary and with written permission from the District.

(b) Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging and shall be approved by the District. Main lateral roots and taproots shall not be cut. All roots 2 inches in diameter and larger shall be tunneled under and heavily wrapped with wet burlap so as to prevent scarring or excessive drying. Smaller roots that interfere with installation of new work may be cut with prior approval by the District. Roots must first be cut with a Vermeer, or equivalent, root cutter prior to any trenching.

(c) Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever possible. If encountered immediately adjacent to location of new construction, roots shall be cut approximately 6 inches back from new construction.
(d) Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities. Do not use mechanical equipment to compact backfill. Tamp carefully using hand tools, refilling and tamping until Final Acceptance as necessary to offset settlement.

(e) Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be wrapped with four layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill.

(f) Accidentally broken roots should be sawed cleanly 3 inches behind ragged end.

1.05 SECURITY:

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

1.06 TEMPORARY CONTROLS:

A. Noise Control:

(1) Contractor acknowledges that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.

(2) Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to the District a minimum of forty-eight (48) hours in advance of their performance.

B. Noise and Vibration:

(1) Equipment and impact tools shall have intake and exhaust mufflers.

(2) Contractor shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

C. Dust and Dirt:

(1) Contractor shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.
(2) Contractor shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.

(3) Contractor shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.

(4) Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

D. Water:

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

E. Pollution:

(1) No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.

(2) Contractor shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

F. Lighting:

(1) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

1.07 JOB SIGN(S):

A. General:

(1) Contractor shall provide and maintain a Project identification sign with the design, text, and colors designated by the District and/or the Design Professional; locate sign as approved by the District.

(2) Signs other than the specified Project sign and or signs required by law, for safety, or for egress, shall not be permitted, unless otherwise approved in advance by the District.

B. Materials:

(1) Structure and Framing: Structurally sound, new or used wood or metal; wood shall be nominal 3/4-inch exterior grade plywood.

(2) Sign Surface: Minimum 3/4-inch exterior grade plywood.
(3) Rough Hardware: Galvanized.

(4) Paint: Exterior quality, of type and colors selected by the District and/or the Design Professional.

C. Fabrication:

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

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

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

(4) Text and Graphics: As indicated.

1.08 PUBLICITY RELEASES:

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

PART 2 – PRODUCTS Not used.

PART 3 – EXECUTION Not used.

END OF DOCUMENT
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

A. General Conditions;
B. Special Conditions; and
C. Temporary Facilities and Controls.

1.02 SECTION INCLUDES:

A. Administrative and procedural requirements for the following:
   (1) Salvaging non-hazardous construction waste.
   (2) Recycling non-hazardous construction waste.
   (3) Disposing of non-hazardous construction waste.

1.03 DEFINITIONS:

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.
1.04 PERFORMANCE REQUIREMENTS:

A. General: Develop waste management plan that results in end-of Project rates for salvage/recycling of sixty-five percent (65%) by weight (or by volume, but not a combination) of total waste generated by the Work.

1.05 SUBMITTALS:

A. Waste Management Plan: Submit waste management plan within 30 days of date established for commencement of the Work.

B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit copies of report. Include the following information:

   (1) Material category.
   (2) Generation point of waste.
   (3) Total quantity of waste in tons or cubic yards.
   (4) Quantity of waste salvaged, both estimated and actual in tons or cubic yards.
   (5) Quantity of waste recycled, both estimated and actual in tons or cubic yards.
   (6) Total quantity of waste recovered (salvaged plus recycled) in tons or cubic yards.
   (7) Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

C. Waste Reduction Calculations: Before request for final payment, submit copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
H. NOT USED

I. Qualification Data: For Waste Management Coordinator.

J. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

K. Submittal procedures and quantities are specified in Document 01 33 00.

1.06 QUALITY ASSURANCE:


B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Waste Management Conference: Conduct conference at Project site to comply with requirements. Review methods and procedures related to waste management including, but not limited to, the following:

   (1) Review and discuss waste management plan including responsibilities of Waste Management Coordinator.

   (2) Review requirements for documenting quantities of each type of waste and its disposition.

   (3) Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.

   (4) Review procedures for periodic waste collection and transportation to recycling and disposal facilities.

   (5) Review waste management requirements for each trade.

1.07 WASTE MANAGEMENT PLAN:

A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measurement throughout waste management plan.

B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of
waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

(1) Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.

(2) Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.

(3) Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.

(4) Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.

(5) Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

(6) Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION

3.01 PLAN IMPLEMENTATION:

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

(1) Comply with Document 01 50 00 for operation, termination, and removal requirements.

B. [Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.]

C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
(1) Distribute waste management plan to everyone concerned within 3 days of submittal return.

(2) Distribute waste management plan to entities when they first begin work on site. Review plan procedures and locations established for salvage, recycling, and disposal.

D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

(1) Designate and label specific areas of Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

(2) Comply with Document 01 50 00 for controlling dust and dirt, environmental protection, and noise control.

3.02 RECYCLING CONSTRUCTION WASTE:

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to the Contractor.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

(1) Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project Site. Include list of acceptable and unacceptable materials at each container and bin.

(a) Inspect containers and bins for contamination and remove contaminated materials if found.

(2) Stockpile processed materials on site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

(3) Stockpile materials away from construction area. Do not store within drip line of remaining trees.

(4) Store components off the ground and protect from the weather.

(5) Remove recyclable waste off District property and transport to recycling receiver or processor.
D. Packaging:
   (1) Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
   (2) Polystyrene Packaging: Separate and bag material.
   (3) Pallets: As much as possible, require deliveries using pallets to remove pallets from Project Site. For pallets that remain on Site, break down pallets into component wood pieces and comply with requirements for recycling wood.
   (4) Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

E. Site-Clearing Wastes: Chip brush, branches, and trees on site.

F. Wood Materials:
   (1) Clean Cut-Offs of Lumber: Grind or chip into small pieces.
   (2) Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

G. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.
   (1) Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.03 DISPOSAL OF WASTE:

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project Site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
   (1) Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on site.
   (2) Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off District property and legally dispose of them.
PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

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

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

B. Special Conditions.

1.02 PRODUCTS

A. Products are as defined in the General Conditions.

B. Contractor shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.

C. Contractor shall provide interchangeable components of the same manufacturer, for similar components.

1.03 TRANSPORTATION AND HANDLING

A. Contractor shall transport and handle Products in accordance with manufacturer's instructions.

B. Contractor shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.

C. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.04 STORAGE AND PROTECTION

A. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive products in weather-tight, climate controlled enclosures.

B. For exterior storage of fabricated Products, Contractor shall place on sloped supports, above ground.

C. Contractor shall provide off-site storage and protection when Site does not permit on-site storage or protection.
D. Contractor shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.

E. Contractor shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.

F. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

G. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT
PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

A. General Conditions, including, without limitation, Inspector, Inspections, and Tests, Integration of Work, Nonconforming Work, and Correction of Work, and Uncovering Work;

B. Special Conditions;

C. Hazardous Materials Procedures and Requirements;

D. Hazardous Materials Certification;

E. Lead-Based Paint Certification;

F. Imported Materials Certification.

1.02 CUTTING AND PATCHING:

A. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:

(1) Make several parts fit together properly.

(2) Uncover portions of Work to provide for installation of ill-timed Work.

(3) Remove and replace defective Work.

(4) Remove and replace Work not conforming to requirements of Contract Documents.

(5) Remove Samples of installed Work as specified for testing.

(6) Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

(7) Attaching new materials to existing remodeling areas – including painting (or other finishes) to match existing conditions.

B. In addition to Contract requirements, upon written instructions from the District, Contractor shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.
C. Contractor shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.

1.03 SUBMITTALS:

A. Prior to any cutting or alterations that may affect the structural safety of Project, or work of others, and well in advance of executing such cutting or alterations, Contractor shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration, including the following:

(1) The work of the District or other trades.

(2) Structural value or integrity of any element of Project.

(3) Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.

(4) Efficiency, operational life, maintenance or safety of operational elements.

(5) Visual qualities of sight-exposed elements.

B. Contractor's Request shall also include:

(1) Identification of Project.

(2) Description of affected Work.

(3) Necessity for cutting, alteration, or excavations.

(4) Effects of Work on District, other trades, or structural or weatherproof integrity of Project.

(5) Description of proposed Work:

(a) Scope of cutting, patching, alteration, or excavation.

(b) Trades that will execute Work.

(c) Products proposed to be used.

(d) Extent of refinishing to be done.

(6) Alternates to cutting and patching.

(7) Cost proposal, when applicable.

(8) The scheduled date the Contractor intends to perform the Work and the duration of time to complete the Work.
(9) Written permission of District or other District contractor(s) whose work will be affected.

1.04 QUALITY ASSURANCE:

A. Contractor shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.

B. Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.

1.05 PAYMENT FOR COSTS:

A. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector(s), Engineers, and Agents, will be paid by Contractor and/or deducted from the Contract by the District.

B. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Conditions. Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Contractor shall provide written cost proposals prior to proceeding with cutting and patching.

PART 2 - PRODUCTS

2.01 MATERIALS:

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

B. Materials to be cut and patched include those damaged by the performance of the Work.

PART 3 – EXECUTION

3.01 INSPECTION:

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

3.02 PREPARATION:

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

B. Contractor shall provide devices and methods to protect other portions of Project from damage.

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

3.03 ERECTION, INSTALLATION AND APPLICATION:

A. With respect to performance, Contractor shall:

(1) Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.

(2) Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.

(3) Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement.

B. Contractor shall employ original installer or fabricator to perform cutting and patching for:

(1) Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.

(2) Sight-exposed finished surfaces.

C. Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.

D. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Contractor shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.

E. Contractor shall restore Work which has been cut or removed. Contractor shall install new products to provide completed Work in accordance with
requirements of the Contract Documents and as required to match surrounding areas and surfaces.

F. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF DOCUMENT
PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

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

B. Special Conditions.

PART 2 - PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK:

A. New Materials: As specified in the Contract Documents including, without limitation, in the Specifications, Contractor shall match existing products, conditions, and work for patching and extending work.

B. Type and Quality of Existing Products: Contractor shall determine by inspection, by testing products where necessary, by referring to existing conditions and to the Work as a standard.

PART 3 - EXECUTION

3.01 EXAMINATION:

A. Contractor shall verify that demolition is complete and that areas are ready for installation of new Work.

B. By beginning restoration Work, Contractor acknowledges and accepts the existing conditions.

3.02 PREPARATION:

A. Contractor shall cut, move, or remove items as necessary for access to alterations and renovation Work. Contractor shall replace and restore these at completion.

B. Contractor shall remove unsuitable material not as salvage unless otherwise indicated in the Contract Documents. Unsuitable material may include, without limitation, rotted wood, corroded metals, and deteriorated masonry and concrete. Contractor shall replace materials as specified for finished Work.
C. Contractor shall remove debris and abandoned items from all areas of the Site and from concealed spaces.

D. Contractor shall prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.

E. Contractor shall close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Contractor shall insulate ductwork and piping to prevent condensation in exposed areas. Contractor shall insulate building cavities for thermal and/or acoustical protection, as detailed.

3.03 INSTALLATION:

A. Contractor shall coordinate Work of all alternations and renovations to expedite completion and to accommodate District occupancy.

B. Designated Areas and Finishes: Contractor shall complete all installations in all respects, including operational, mechanical work and electrical work.

C. Contractor shall remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition.

D. Contractor shall refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat and square or straight transition to adjacent finishes.

E. Contractor shall install products as specified in the Contract Documents, including without limitation, the Specifications.

3.04 TRANSITIONS:

A. Where new Work abuts or aligns with existing, Contractor shall perform a smooth and even transition. Patched Work must match existing adjacent work in texture and appearance.

B. When finished surfaces are cut so that a smooth transition with new Work is not possible, Contractor shall terminate existing surface along a straight line at a natural line of division and make a recommendation for resolution to the District and the Architect for review and approval.

3.05 ADJUSTMENTS:

A. Where removal of partitions or walls results in adjacent spaces becoming one, Contractor shall rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.

B. Where a change of plane of 1/4 inch or more occurs, Contractor shall submit a recommendation for providing a smooth transition to the District and the Architect for review and approval.
C. Contractor shall trim and seal existing wood doors and shall trim and paint metal doors as necessary to clear new floor finish and refinish trim as required.

D. Contractor shall fit Work at penetrations of surfaces.

3.06 REPAIR OF DAMAGED SURFACES:

A. Contractor shall patch or replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other imperfections, in the area where the Work is performed.

B. Contractor shall repair substrate prior to patching finish.

3.07 CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS:

A. Cultivated or planted areas and other surface improvements which are damaged by actions of the Contractor shall be restored by Contractor to their original condition or better, where indicated.

B. Contractor shall protect and replace, if damaged, all existing guard posts, barricades, and fences.

C. Contractor shall give special attention to avoid damaging or killing trees, bushes and/or shrubs on the Premises and/or identified in the Contract Documents, including without limitation, the Drawings.

3.08 FINISHES:

A. Contractor shall finish surfaces as specified in the Contract Documents, including without limitations, the provisions of all Divisions of the Specifications.

B. Contractor shall finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, Contractor shall refinish entire surface to nearest intersections.

3.09 CLEANING:

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

END OF DOCUMENT
PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

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

A. General Conditions, including, without limitation, Completion of Work;
B. Special Conditions;
C. Temporary Facilities and Controls.

1.02 CLOSEOUT PROCEDURES

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

1.03 FINAL CLEANING

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

1.04 ADJUSTING

Contractor shall adjust operating products and equipment to ensure smooth and unhindered operation.
1.05 RECORD DOCUMENTS AND SHOP DRAWINGS

A. Contractor shall legibly mark each item to record actual construction, including:

1. Measured depths of foundation in relation to finish floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Details not on original Contract Drawings.
6. Changes made by modification(s).
7. References to related Shop Drawings and modifications.

B. Contractor will provide one set of Record Drawings to District.

C. Contractor shall submit all required documents to District and/or Architect prior to or with its final Application for Payment.

1.06 INSTRUCTION OF DISTRICT PERSONNEL

A. Before final inspection, at agreed upon times, Contractor shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six months or by the change of season.

C. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

D. Contractor shall prepare and insert additional data in Operation and Maintenance Manual when the need for such data becomes apparent during instruction.

E. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS

A. Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer’s recommendations.
B. Contractor shall provide District with all required Operation and Maintenance Data at one time. Partial or piecemeal submissions of Operation and Maintenance Data will not be accepted.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT
PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

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

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

B. Special Conditions.

1.02 FORMAT

A. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size.

B. Cover: Contractor shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project.

C. Table of Contents: Contractor shall provide title of Project; name, address, and telephone number of Contractor and equipment supplier; and name of responsible principal. Contractor shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the product or work item is specified.

D. Contractor shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Contractor shall list each applicable and/or responsible Subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).

1.03 PREPARATION:

A. Contractor shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with District's permission, Contractor shall leave date of beginning of time of warranty blank until the date of completion is determined.

B. Contractor shall verify that documents are in proper form, contain full information, and are notarized, when required.

C. Contractor shall co-execute submittals when required.

D. Contractor shall retain warranties until time specified for submittal.
1.04 TIME OF SUBMITTALS:

A. For equipment or component parts of equipment put into service during construction with District’s permission, Contractor shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.

B. Contractor shall submit for District approval all warranties and related documents within ten (10) days after date of completion. Contractor must revise the warranties as required by the District prior to District’s approval of Contractor’s final Application for Payment.

C. For items of work delayed beyond date of completion, Contractor shall provide an updated submittal within ten (10) days after acceptance, listing the date of acceptance as start of warranty period.

PART 2 - PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT
PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

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

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

B. Special Conditions.

PART 2 - RECORD DRAWINGS

2.01 GENERAL:

A. As indicated in the Contract Documents, the District will provide Contractor with one set of reproducible, full size original Contract Drawings (mylars).

B. Contractor shall maintain at each Project Site one set of marked-up plans and shall transfer all changes and information to those marked-up plans, as often as required in the Contract Documents, but in no case less than once each month. Contractor shall submit to the Project Inspector one set of reproducible vellums of the Project Record Drawings ("As-Builts") showing all changes incorporated into the Work since the preceding monthly submittal. The As-Builts shall be available at the Project Site. The Contractor shall submit reproducible vellums at the conclusion of the Project following review of the blueline prints.

C. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.

D. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Claim Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Contractor.

E. Locations and changes shall be done by Contractor in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

2.02 RECORD DRAWING INFORMATION:

A. Contractor shall record the following information:

(1) Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.
(2) Actual numbering of each electrical circuit to match panel schedule.

(3) Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.

(4) Locations of all items, not necessarily concealed, which vary from the Contract Documents.

(5) Installed location of all cathodic protection anodes.

(6) Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.

(7) Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.

(8) Sufficient information to locate Work concealed in each building with reasonable ease and accuracy.

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

B. Contractor shall provide additional drawings as necessary for clarification.

C. Contractor shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."

D. After review and approval of the marked-up specifications by the Project Inspector, Contractor shall provide electronic copies of the drawings (in PDF format) with one file with all of the sheets and one set of individual sheet files at the conclusion of the Project.

PART 3 - RECORD SPECIFICATIONS

3.01 GENERAL:

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

B. After review and approval of the marked-up specifications by the Project Inspector, Contractor shall provide one electronic copy of the specifications (in PDF format) at the conclusion of the Project.

PART 4 - MAINTENANCE OF RECORD DOCUMENTS

4.01 GENERAL

A. Contractor shall store Record Documents apart from documents used for construction as follows:
(1) Provide files and racks for storage of Record Documents.

(2) Maintain Record Documents in a clean, dry, legible condition and in good order.

B. Contractor shall not use Record Documents for construction purposes.

PART 5 – PRODUCTS Not Used.

END OF DOCUMENT
Appendix A

Asbestos Assessment & Removal Specifications for LMAAC Boys & Girls Locker Room Crawlspace
RE: Bulk Sampling for Asbestos – Client Specified Locations
La Mesa Arts Academy – Girl’s Locker Room Crawlspace
4200 Parks Ave., La Mesa, CA 91941

1. Executive Summary
On December 21, 2021, Ellis conducted an inspection for possible asbestos-containing materials in client specified locations (only) at the subject site. Sampling and inspections were performed on thermal system pipe insulation located in the crawlspace of the Girl’s Locker Room (See Figure 1). Results are summarized below:

Asbestos
Asbestos (15% amosite, 4% chrysotile) was detected in sampled materials, which included:
   a. 3” thermal system insulation (TSI) – straight pipe runs
   b. 3” TSI – pipe elbows

No other materials were sampled as part of this effort. See Table 1 for a complete list of sampled materials.

The material was noted to be damaged at several locations. An abatement contractor, operating under a licensed consultant’s workplan, is required for the removal or disturbance of this material.

See Figure 1 for sample locations. This was not a complete hazardous materials survey; only client specified locations and materials were sampled. Any materials not identified in existing reports should be sampled prior to disturbance. The removal of asbestos- and lead-containing materials is regulated by SCAQMD Rule 1403, Cal/OSHA Title 8 § 1529, Cal/OSHA Title 8 § 1532.1, and their federal regulatory counterparts. See attached regulatory summaries.

2. Methodology
All samples were collected by Ryan Davidson (CAC #15-5395, CDPH #0368), an EPA course-certified building inspector employed by Ellis. Each sample was placed in a sealed container and provided with a unique identifying number. Samples were transported to an EPA/NVLAP – accredited laboratory and analyzed by the following methods:

   • Asbestos, Polarized Light Microscopy (PLM). Results in percent per measured area.
3. **Inaccessible Areas**

Only client-specified materials and locations were sampled (see attached drawing). No walls or ceilings were demolished to gain complete visual access. There is a chance that additional suspect materials (for example, door insulation, pipe insulation in walls, or subterranean asbestos-cement pipe) may be exposed during renovation or demolition efforts. Such materials, if not identified in existing reports, should be sampled and analyzed prior to disturbance.

4. **Results**

Refer to the attached drawings and laboratory analysis reports.

**Asbestos**

Asbestos (15% amosite, 4% chrysotile) was detected in sampled materials, which included:

a. 3” TSI – straight pipe runs; damaged, approximately 200 ft² are present in the crawlspace

b. 3” TSI – pipe elbows; damaged, approximately 50 ft² are present in the crawlspace

No other materials were sampled. See Table 1.

The material was damaged at several locations. An abatement contractor, operating under a licensed consultant’s workplan, is required for the removal or disturbance of this material. Additional local San Diego APCD requirements, including but not limited to specific work plan and notification approval, may also be required.

Removal of any material containing asbestos in an amount greater than one percent is regulated under EPA-SCAQMD Rule 1403, 29 CFR 1926.1101 (federal OSHA) and other state and local guidelines. Removal of any material containing asbestos in an amount greater than 0.1 percent is also regulated under Cal-OSHA Title 8 Section 1529. Prior to renovation or demolition, retain a licensed abatement contractor to remove any asbestos materials identified. Initiate renovation or demolition carefully. Older, original materials may be exposed during renovation or demolition practices. If not identified in this report they should be sampled prior to disturbance.

5. **Statement of Independence**

Ellis is a privately held company and is not affiliated with any financial institution or other corporate entity. Ellis is retained as an independent contractor to provide objective, impartial investigation or analytical services regarding environmentally regulated hazardous or toxic materials. This report is not an endorsement or rejection of any specific methods used in handling or transport of potentially hazardous chemicals. Nor is intended as a complete hazardous materials survey of the entire building or facility. Ellis provides independent testing for asbestos, lead, indoor air contaminants and other potentially hazardous materials. The company and its employees are certified and licensed to practice in the State of California. Retained laboratories are accredited by the EPA (AREAL), NIOSH (AIHA), and the California Air Resources Board (CARB)
Photos:

Asbestos-containing TSI in Girls Locker Room Crawlspace
Figure 1 – Sample locations
<table>
<thead>
<tr>
<th>REF.</th>
<th>MATERIAL LOCATION</th>
<th>FRIABLE</th>
<th>DAMAGE</th>
<th>% ASB</th>
<th>QTY*</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>457-1A, 457-2A, 457-3A, 457-4A, 457-5A, 457-6A</td>
<td>3&quot; TSI</td>
<td>See Figure 1</td>
<td>yes</td>
<td>yes</td>
<td>19%</td>
<td>250*</td>
</tr>
</tbody>
</table>

* Not for bidding purposes. Field verify all quantities and conditions.

<p>| | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>IDENTIFIED ASBESTOS MATERIALS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NON-ASBESTOS MATERIALS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NONE IDENTIFIED</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

Not a complete survey. Only client specified materials were sampled.

Table 1
Results Summary - Asbestos
LMAAC - Girls Locker Room Crawlspace
Proj. #21-457
# Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

<table>
<thead>
<tr>
<th>Sample</th>
<th>Description</th>
<th>Appearance</th>
<th>% Fibrous</th>
<th>% Non-Fibrous</th>
<th>Asbestos</th>
<th>% Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>457-1A</td>
<td>TSI- straight run</td>
<td>White Fibrous Homogeneous</td>
<td>82% Non-fibrous (Other)</td>
<td></td>
<td>15% Amosite</td>
<td>3% Chrysotile</td>
</tr>
<tr>
<td>457-2A</td>
<td>TSI- straight run</td>
<td>White Fibrous Homogeneous</td>
<td>82% Non-fibrous (Other)</td>
<td></td>
<td>15% Amosite</td>
<td>3% Chrysotile</td>
</tr>
<tr>
<td>457-3A</td>
<td>TSI- straight run</td>
<td>White Fibrous Homogeneous</td>
<td>82% Non-fibrous (Other)</td>
<td></td>
<td>15% Amosite</td>
<td>3% Chrysotile</td>
</tr>
<tr>
<td>457-4A</td>
<td>TSI- Elbow</td>
<td>White Fibrous Homogeneous</td>
<td>84% Non-fibrous (Other)</td>
<td></td>
<td>12% Amosite</td>
<td>4% Chrysotile</td>
</tr>
<tr>
<td>457-5A</td>
<td>TSI- Elbow</td>
<td>White Fibrous Homogeneous</td>
<td>84% Non-fibrous (Other)</td>
<td></td>
<td>12% Amosite</td>
<td>4% Chrysotile</td>
</tr>
<tr>
<td>457-6A</td>
<td>TSI- Elbow</td>
<td>White Fibrous Homogeneous</td>
<td>84% Non-fibrous (Other)</td>
<td></td>
<td>12% Amosite</td>
<td>4% Chrysotile</td>
</tr>
</tbody>
</table>

Analyst(s)

Dennies Ly (6)

---

LA Testing maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by LA Testing. LA Testing bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore LA Testing recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by LA Testing Huntington Beach, CA NVLAP Lab Code 101384-0, CA ELAP 1406
### LMSV 21/22-003 - LMAAC Asbestos Assessment & Removal Specifications for Boys and Girls Locker Room Crawlspace

**APPENDIX A**

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**Project No.:** 21-457  
**Client:** LMAAC  
**Location:** Boys/Girls Locker Room Crawlspace

---

**CHAIN OF CUSTODY RECORD**

<table>
<thead>
<tr>
<th>Sample Number</th>
<th>Description</th>
<th>Date</th>
<th>Time</th>
<th>H2O</th>
<th>Air</th>
<th>Solid</th>
<th>Stop At First Positive Layer</th>
<th>Tests Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>457.1A</td>
<td>TSS - Sammy 2nd</td>
<td>12/1/21</td>
<td>9:00</td>
<td></td>
<td></td>
<td>X</td>
<td>PLM, RBB5905</td>
<td></td>
</tr>
<tr>
<td>457.2A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>457.3A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>457.4A</td>
<td>TSS - 6230WA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>457.5A</td>
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<td>457.6A</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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**Turnaround:**  
- same day  
- 24 hrs.  
- 48 hrs.  
- 3 days  
- 5 days (Standard)  
- 2 weeks

**Special Instructions:**

---

**Date:** 12/21/21  
**Time:** 12:40 PM  
**Relinquished By:**  
**Received By:** JS (WI) 12/21/21 12:40 PM
**APPLICABLE REGULATIONS – ASBESTOS**

Current state and federal regulations pertaining to asbestos are summarized below. The summary is not all-inclusive, and does not address specific removal or disposal requirements for individual materials.

**NESHAPS**

The National Emission Standard for Hazardous Air Pollutants (NESHAP), regulation 40 CFR Part 61, states that no visible emissions are allowed during building demolition or renovation activities which involve regulated asbestos-containing materials (RACMs). All buildings, regardless of construction date, must be surveyed for ACMs prior to demolition or renovation. The US EPA and/or the local air quality management district which implements US EPA actions must be notified prior to any building demolition, even if no ACMs are present. An ACM is defined as any material with an asbestos content of greater than one percent and which (a) is friable, or (b) Category I non-friable ACM that has or will become friable, or (c) Category II friable ACM that may become or will become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation.

According to NESHAP, ACM is material containing more than one percent asbestos as determined using the methods specified in Appendix A, Subpart E, 40 CFR Part 763, Section 1, PLM. The NESHAP classifies ACM as friable or non-friable. Friable ACM is ACM that contains more than one percent asbestos and when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

Non-friable ACM also contains more than one percent asbestos and is further classified as either Category I ACM or Category II ACM. The materials are distinguished by their potential to release fibers when damaged. Category I ACMs are much more likely to release fibers when damaged.

In accordance with the US EPA's NESHAP regulation, facilities planned for renovation or demolition must be surveyed for the total amount of asbestos materials, which must be categorized as friable, Category 1 non-friable, and Category 2 non-friable ACMs.

**Southern California Air Quality Management District (SCAQMD)**

The SCAQMD is a government agency that regulates sources of air pollution within the area of the Los Angeles and surrounding counties. The District's regulating and enforcement authority comes from federal law. In response to the NESHAP requirements, the SCAQMD implemented Rule 1403 to specify work practice requirements to limit asbestos emissions from building demolition and renovation activities, including the removal and associated disturbance of asbestos-containing materials (ACM). The requirements for demolition and renovation activities include asbestos surveying, notification, ACM removal procedures and time schedules, ACM handling and clean-up procedures, and storage, disposal, and landfilling requirements for asbestos-containing waste materials (ACWM). All operators are required to maintain records, including waste shipment records, and are required to use appropriate warning labels, signs, and markings.

**AHERA**

The Asbestos Hazard Emergency Response Act (AHERA) requires performance of asbestos surveys and the development of Asbestos Management Plans for all of the nation's primary and secondary schools. The general procedures mandated under AHERA are considered the industry standard and are applied to all surveys performed.
Cal-OSHA

Per Cal-OSHA standards, 1926.1101, Asbestos-Containing Construction Materials (ACCMs) are defined as any material with an asbestos content greater than one-tenth of one percent (>0.1%). Cal-OSHA sets forth work requirements for disturbance of ACCMs including removal operations for all types of ACCMs. The requirements have been classified as Class I, Class II, Class III, or Class IV Asbestos related work. The classes are distinguished by their potential to release fibers. Cal-OSHA prescribes specific engineering controls and work practices for each Class of Asbestos related Work.

1. Class I – This Class refers to removal of ACMs identified as Thermal System Insulation (TSI) or surfacing (sprayed-on or troweled-on) materials. These materials are generally considered friable.
2. Class II – This Class refers to removal of ACMs identified that are not TSI or surfacing materials. These materials are generally considered non-friable.
3. Class III – This Class refers to repair and maintenance operations of all identified ACMs.
4. Class IV – This Class refers to incidental contact with identified ACMs such as custodial staff.

California Health and Safety Code

The California Health and Safety Code 25915 (former Connelly Bill) requires all building owners in the State of California to provide written notification to employees, tenants, and contractors of the presence and location of ACCMs within their buildings. Some exclusion to the notification rule for restricted access areas is allowed. All documentation related to asbestos surveys (and air monitoring) must be made available to employees, tenants, or contractors for review. ACCMs are defined as any materials with an asbestos content greater than one-tenth of one percent (>0.1%). The California Health and Safety Code also require that a seller with any knowledge of ACMs on a property disclose such information or knowledge to other parties involved in a real estate transaction.

Building Demolition / Renovation

In accordance with the US EPA's NESHAPs regulation and the SCAQMD, all structures planned for renovation or demolition must be surveyed for ACMs prior to the planned renovation or demolition. Subsequent removal of identified ACMs is also required. Removal involves, to the greatest extent practical, the complete removal, disposal, and replacement, if necessary, of the ACMs. Removal usually also requires encapsulation of the remaining structure to lock down residual fibers which may exist. Removal of ACMs is required prior to renovation and/or demolition activities. The US EPA and SCAQMD require removal of all RACMs prior to demolition or renovation. RACMs include friable and non-friable (Category I and II) which have or will become friable by demolition or renovation activities.
ASBESTOS REMOVAL SPECIFICATIONS

PART 1 - GENERAL

1.1 PROJECT SITE

A. The project is identified as:

La Mesa Arts Academy – Boy’s & Girls Locker Room Crawlspace
located at:
4200 Parks Ave., La Mesa, CA 91941

1.2 SCOPE OF WORK

A. Girl’s Locker Room Crawlspace

1. Abate as friable asbestos and dispose of 3-inch pipe insulation in the crawlspace. See attached report (Ref. Ellis 21-457). Approximately 250 ft² expected to exist inside the crawl space; TSI may extend to interior locker room walls and above ceiling spaces. Field verify quantities.

2. Abate as asbestos and dispose of all items currently being stored inside the crawlspace, including but not limited to desks, chairs, basketball hoops, etc.

3. Abate as asbestos and dispose of underlying bare soils throughout the crawlspace; approximately 5,000 ft² to a depth of 2 (two) inches below current existing grade level.

4. If materials are exposed during abatement or demolition, and if they are not identified in the report, do not disturb; call for testing.

B. Boy’s Locker Room Crawlspace

1. Abate as asbestos and dispose of underlying bare soils throughout the crawlspace; approximately 5,000 ft² to a depth of 2 (two) inches below current existing grade level. This material is currently located under installed polyethylene sheeting which will also require removal and disposal as asbestos-containing material.

2. If materials are exposed during abatement or demolition, and if they are not identified in this report, do not disturb; call for testing.

D. All work shall be supervised by experienced persons trained, knowledgeable and qualified in the techniques of asbestos abatement.

E. Contractor shall furnish all labor, materials, services, insurance (specifically covering the handling and transportation of asbestos material), and equipment which is specified, shown or reasonably implied for the removal, transport, and disposal of asbestos-containing materials. Field verify listed quantities. No additions for quantities other than listed above. Note any discrepancies in bid form.

F. Other items of work may include attendant demolition activities (carpet, cabinets, lighting fixtures, etc.) required to access asbestos materials.

July 12, 2018
G. Replacement of asbestos containing materials is not part of this Contract.

1.3 WORK TO BE PERFORMED BY OTHERS
A. No separate contract work will be performed in conjunction with this project.

1.4 RESPONSIBILITIES OF THE OWNER
A. The Owner will provide third-party oversight and clearance air monitoring of the asbestos removal.
B. The contractor will provide water for construction purposes.
C. The contractor will provide electrical power for construction purposes.

1.5 REQUIRED LICENSURE
A. Contractor shall be licensed by the State of California, Contractors State License Board and be registered to perform asbestos related work with the Division of Occupational Safety and Health, Department of Industrial Relations. At a minimum contractor shall hold the following license classifications:

   1. ASB- Asbestos Certification
   2. Transportation of Friable and Non-Friable Asbestos Containing Materials: Contractor shall itself be or have a subcontractor who is a registered hazardous waste transporter with the State of California.
   C. Subcontractors shall hold all licenses applicable to specified trade work.

1.6 PERMITS
A. Provide applications to local fire department and other regulatory agencies as required.

1.7 NOTIFICATIONS
A. Contractor shall make all required written notification to regulatory agencies including the following:

   1. California Division of Occupational Safety and Health
   2. San Diego Air Pollution Control District
   3. City Fire Department (as required)

1.8 INSURANCE REQUIREMENTS
A. Types and Amounts - Prior to the start of any Work under the Contract Documents, the Contractor will obtain, and continue to carry until completion of the Work, the following minimum amount of insurance:

   1. Worker’s Compensation: Provide statutory amount required by law.
   2. General Liability: Provide (combined single limit: bodily and personal injury and property damage) $1 million. No asbestos exclusions.
   3. Automobile Liability: Provide (Combined single limit: bodily injury and property
damage) $1 million combined limit.

B. With respect to the insurance coverage required, Contractor shall provide certificates of insurance evidencing the coverage prior to commencing the Work naming Owner as additional insured.

C. Should Contractor fail to make payment of insurance premiums, Owner is hereby authorized by Contractor to deduct said premiums from any payments due under this Agreement.

1.9 BONDING REQUIREMENTS

A. [see Contract]

1.10 PROJECT SCHEDULE

A. All work shall be performed during hours as specified by the Owner.

B. The Contractor shall start work and complete work on the following dates, as defined by the Owner:

1. Bids Due................................................... SEE CONTRACT
2. Award ..................................................... SEE CONTRACT
3. Begin Notification Period......................... SEE CONTRACT
4. Start Date ................................................. SEE CONTRACT
5. Completion............................................... SEE CONTRACT

1.11 PROCEDURES

A. Contractor shall perform all Work in compliance with the most recent edition of all applicable federal, state, and local regulations, standards and codes governing asbestos abatement, transport, and disposal of asbestos containing/contaminated materials.

B. Regulations, Standards and Codes (General): General applicability of federal, state, and local regulations, standards and codes governing asbestos abatement, transport, and disposal, except to the extent that more explicit or more stringent requirements are written directly into the contract documents.

C. Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all applicable federal, state, and local regulations pertaining to work practices, transport, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site.

1.12 SUBMITTALS

A. Prior to commencement of work, Contractor shall submit the following:

1. Submit copies of licenses and registrations required by Article 1.5 Required Licensure (include copies of subcontractor’s licenses).

2. Submit copies of written notification to the following regulatory agencies:
   a. California Division of Occupational Safety and Health
b. San Diego Air Pollution Control District  
c. Local Fire Department

3. Submit proof of insurance coverage required by Article 1.8 Insurance Requirements (include proof of insurance for subcontractors).

4. Submit proof that required permits, site location and arrangements for transport and disposal of asbestos containing waste materials have been made.

5. Submit documentation that Contractor's employees have received training as required by CFR 1926.1101.

6. Submit documentation from Physician that all employees or agents who may be exposed to airborne asbestos fibers in excess of background levels have received required medical monitoring.

7. Submit documentation of respirator fit-testing for all Contractor employees.

B. During abatement activities, Contractor shall submit to Project Environmental Consultant documentation that includes, without limitation, the following:

1. Submit copies of the work area entry/exit log book.

2. Submit copies of Material Safety Data Sheets (MSDS) for solvents, encapsulants, wetting agents and replacement materials, as necessary.

3. Submit results of all required OSHA air monitoring.

4. Submit copies of all accident/incident reports where injury or damage has occurred on or to the Owner's property.

5. Submit copies of all transport manifests, trip tickets and disposal receipts for all asbestos waste materials removed from the work area within 24 hours of the transport.

1.13 NOTICES

A. Post in the clean room area of the worker decontamination enclosure a list containing the names, and telephone numbers of Building Management, Contractor, and Project Environmental Consultant.

1.14 SITE USE AND SECURITY

A. Confine operations at the site to the areas permitted under the Contract.

B. The work area shall be restricted only as authorized, trained and protected personnel.

C. Entry into the work area by unauthorized individuals shall be reported immediately to the Project Environmental Consultant.

D. Contractor shall be responsible for Project site security during abatement operations in order to protect work efforts and equipment.

1.15 EMERGENCY PLANNING

Ellis

January 5, 2022
A. Emergency planning and procedures shall be developed by Contractor prior to abatement initiation, in written form and prominently posted. Include considerations of fire, explosion, electrical hazards, slips, trips and falls, confined spaces, and heat related injury. Written procedures shall be developed and employee training in procedures shall be provided by Contractor. Employees shall be trained in evacuation procedures in the event of work place emergencies.

1.16 FIRE PROTECTION

A. All plastic, spray-on strippable coatings, and structural materials used in the asbestos abatement process shall be UL approved and certified as fire retardant or noncombustible. Wood shall be pressure impregnable and certified as fire retardant.

B. Maintain one fire extinguisher - 4A/60BC dry-chemical - for every 1,000 s.f. of work area.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Contractor shall carefully adhere to the following:

1. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and brand name (where applicable).

2. Polyethylene sheeting utilized for worker decontamination and barriers shall be a minimum of 6 mil. thick and fire retardant.

3. Disposal bags shall be of 6-mil, polyethylene, pre-printed with labels as required by EPA regulation 40 CFR 61.152 (b) (I) (iv) or applicable CAL-OSHA requirements, or stick-on labels as per EPA or CAL-OSHA requirements for disposal drums and non-friable waste.

B. Removal and Encapsulation

1. The encapsulating agent shall not be flammable and should not be solvent-based or utilize a vehicle (the liquid in which the solid parts of the encapsulant are suspended) consisting of hydrocarbon.

C. Replacement: None

2.2 EQUIPMENT

A. General:

1. A sufficient quantity of HEPA vacuums and/or differential pressure air filtration devices equipped with HEPA filtration. To calculate total air flow requirement:

\[
\text{Total ft}^3/\text{min} = \frac{\text{Vol. of work area (in ft}^3\text{)}}{15 \text{ min}}
\]

To calculate the number of units needed for the abatement:

\[
\text{Number of units needed} = \frac{[\text{total ft}^3/\text{min}]}{[\text{capacity of unit in ft}^3/\text{min}]}\]
2. Type AB@ powered air purifying respirators (PAPR) at minimum shall be utilized during removal of any friable asbestos containing material.

3. Air purifying respirators equipped with HEPA cartridges shall be utilized during the removal of floor tile, the associated mastic, fire doors, roofing felts and penetration mastic.

4. Respirators shall be furnished to the abatement workers by Contractor. The respirators shall have been tested and approved by National Institute of Occupational Safety and Health (NIOSH) for use in asbestos contaminated atmospheres.

5. Full body disposable protective clothing, including head, body, and foot coverings shall be furnished to visitors in sizes adequate to accommodate movement without tearing.

6. Additional safety equipment as necessary shall be furnished to all workers and authorized visitors (e.g. dual HEPA/organic filtering cartridges for floor mastic removal).

7. Non-skid foot wear shall be furnished to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.

8. Furnish a sufficient supply of disposable mops, rags, and sponges for work area decontamination.

B. Removal:

1. A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g. scrapers, wire cutters, brushes, utility knives, wire saws, etc.) shall be furnished as needed.

2. Rubber dustpans and rubber squeegees shall be furnished for cleanup.

3. Brushes utilized for removing loose asbestos containing material shall have nylon or fiber bristles, not metal.

4. A sufficient supply of HEPA filtered vacuum systems shall be furnished during cleanup.

C. Encapsulation: Encapsulants shall be sprayed using airless spray equipment or hand pressurized sprayer.

D. Enclosure: Hand tools equipped with HEPA filtered local exhaust ventilation shall be utilized during the installation of enclosures.
PART 3 - EXECUTION

3.1 THERMAL SYSTEM INSULATION REMOVAL PROCEDURES

A. Asbestos Containing TSI, underlying soils, and items stored in the space: The following noted glove bag procedures are to be used in conjunction with full Class I containment in areas where damaged asbestos-containing thermal system insulation and other contaminated items such as soils and stored items have been identified.

B. Post warning signs meeting the specifications of CAL/OSHA General Industry Safety Order Section 520B and 29 CFR 1926.1101 at any location and approaches to a location where airborne concentration of asbestos fibers may exceed ambient background levels. Signs shall be posted at a distance sufficiently far enough away from a work area to permit a person to read the sign and take necessary protective measures to avoid exposure.

C. Install a 3-chambered worker decontamination unit with functioning shower section and appropriate waste water filtration of 5 microns.

D. Asbestos handlers shall don personal protective equipment (PPE) as required by Material Safety Data Sheet (MSDS) and Article 2.2 - Equipment.

E. Isolate work area by installing critical barriers or curtained doorways across all openings where airborne asbestos fiber migration may cause secondary asbestos contamination.

F. Workers in full PPE shall pre-clean all associated asbestos debris from any areas affected by damaged TSI. Anticipate HEPA vacuuming with wands and extensions to reach all areas located below TSI. Double bag smaller items in appropriately labeled hazardous waste disposal bags. Larger items are to be either broken down and similarly bagged or wrapped in 2 (two) layers of 6-mil polyethylene sheeting and labeled with asbestos HAZ waste labels and generator information.

G. After all items in the crawlspace(s) have been removed, workers in full PPE shall wet, remove, and bag approximately 5,000 ft² of crawlspace soils (from both the Boy’s and Girl’s Locker Room crawlspace) to a depth of approximately 2 (two) inches. Hand tools, rakes, shovels, or trowels are appropriate for this procedure. Place all removed soils in appropriately labeled hazardous waste disposal bags.

H. Following a thorough pre-cleaning, set up glove bags in accordance with guidelines set forth in SDCAPCD Rule 1206.

I. Install poly sheeting below glove bag enclosures and secure adequately to prevent it from falling, moving, or shifting. This may require additional support/attachment when differential pressure filtration devices are utilized. Overlap all polyethylene sheeting seems no less than 6”.

J. Seal all floor penetrations.

K. Localized negative pressure differential isolation and air circulation shall remain in the work area throughout all activities outlined under Section 3.1 of this document.

L. The Contractor shall carry out all TSI glove bag removal and associated debris removal
in a manner that will minimize fiber release; constant wetting of removed material with amended water and HEPA vacuuming air from the glove bag at abatement completion are required.

M. Dispose of all asbestos containing/contaminated waste in accordance with Article 3.6 - Disposal Procedures.

3.4 CLEAN-UP PROCEDURES

A. Remove and containerize all visible accumulations of asbestos-containing material and asbestos contaminated debris using HEPA vacuuming and hand tools appropriate to move material.

B. Wet clean all surfaces in the work area using rags, mops and sponges as appropriate.

C. Remove the cleaned layer of plastic sheeting from walls.

D. Remove all containerized waste from the work area and waste container pass-out airlock.

E. Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.

F. Project Environmental Consultant will inspect the work area for visible residue. If any accumulation of residue is observed, it will be assumed to be asbestos and a second cleaning cycle and settling period repeated at no additional cost to the Owner.

G. Following the satisfactory completion of clearance air monitoring, the remaining barriers may be removed and prepared for proper disposal.

3.5 WORKER DECONTAMINATION SYSTEMS

A. Worker decontamination enclosure systems shall be provided at all locations where workers will enter or exit the work area.

B. Worker decontamination enclosure systems constructed at the project site shall utilize opaque 6-mil.

C. The personnel decontamination unit shall not be located inside the work area unless otherwise authorized by Consultant.

D. Alternate methods of providing decontamination facilities may be submitted to Consultant for approval.

E. The worker decontamination enclosure system shall consist of at least a clean room, a shower room, and an equipment room, each separated from the other and from the work area by airlocks.

F. Clean rooms shall be sized to adequately accommodate the work crew. Space for storing respirators shall be provided in this area.

G. Shower room shall contain one or more showers as necessary to adequately accommodate workers.
H. The equipment room shall be used for storage of equipment and tools at the end of a shift after the tools have been decontaminated using a HEPA filtered vacuum and or wet cleaning techniques as appropriate.

3.6 DISPOSAL PROCEDURES

A. All friable and non-friable ACBM/ACM shall be transported by a certified waste hauler as listed on the Owner’s approved hauler’s list.

B. All manifests (hazardous and non-hazardous) must be signed by an Owner representative. Provide at least 24 hours notice prior to anticipated waste pick-up and transportation.

C. All asbestos waste manifests or non-hazardous material data forms shall be delivered to the Consultant for transmittal to the Owner.

3.7 REESTABLISHMENT OF THE WORK AREA

A. Reestablishment of the work area shall only occur following the completion of cleanup procedures and after clearance air monitoring has been performed and documented to the satisfaction of the Consultant.

B. Contractor and Consultant shall visually inspect the work area for any remaining visible residue. Evidence of contamination will necessitate additional cleaning and air monitoring at no additional cost to the Owner.

C. Upon approval by the Consultant, the Contractor shall remove remaining poly sheeting, critical barriers, and decontamination unit.

3.8 ALTERNATIVE PROCEDURES

A. Alternative procedures shall provide equivalent or greater protection than procedures that are replaced.

B. Any alternative procedure must be approved in writing by the Project Environmental Consultant prior to the implementation of the procedure.

3.9 AIR MONITORING

A. Air monitoring will be carried out by the Project Environmental Consultant on behalf of the Owner to verify that the building beyond the contamination area and the outside environment, remains uncontaminated.

B. Contractor responsible to achieve 70 structures per square millimeter or lower following abatement, as measured by Transmission Electron Microscopy (TEM) using the AHERA TEM Method.

C. Clearance Air Monitoring:

1. Following the completion of clean-up operations, notify Project Environmental Consultant that work areas are ready for clearance air monitoring. Project Environmental Consultant will then sample the air in the work area for airborne fiber concentrations. Decontamination of the work site is complete when each sample analyzed reveals airborne asbestos fiber concentrations are at or
below 70 s/mm².

3.10 OSHA PERSONNEL AIR MONITORING

A. Air monitoring required by OSHA is work of the Contractor. The Contractor is responsible for providing daily OSHA compliance monitoring as per 29 CFR 1926.1101.

END OF SECTION
Appendix B

LMAAC Locker Room Crawlspace Abatement Phasing/Laydown Plan

BOYS LOCKERROOM CRAWLSPACE ACCESS POINT

ALLOWABLE MATERIALS LAYDOWN/DUMPSISTER AREAS

GIRLS LOCKERROOM CRAWLSPACE ACCESS POINT

La Mesa Arts Academy.
Appendix C

LMAAC Locker Room Crawlspace Abatement Plan
GIRLS LOCKERROOM CRAWLSPACE
(APPROX. 7 LF IN HEIGHT)

ABATE, REMOVE AND DEMOLISH ALL PIPE INSULATION FOUND WITHIN.
ABATE, REMOVE, AND DEMOLISH ALL VARIOUS FURNITURE AND OTHER UNFIXED ITEMS (APPROXIMATELY 1,500 CUBIC SQUARE FEET TOTAL) WITHIN.
ABATE AND DISPOSE OF TOP 2 INCHES OF SOIL. SEE ASBESTOS REMOVAL SPECIFICATIONS.

BOYS LOCKERROOM CRAWLSPACE
(APPROX. 7 LF IN HEIGHT)

ABATE AND DISPOSE OF TOP 2 INCHES OF SOIL AND PLASTIC COVERING. SEE ASBESTOS REMOVAL SPECIFICATIONS.