

BOARD OF TRUSTEES

Susan Brannon
Dr. Gary Elder
Clayton Moore
Dr. Gabriel Stine
Allen Williams



TO: POTENTIAL BIDDERS

FROM: VICTOR ELEMENTARY SCHOOL DISTRICT

DATE: February 21, 2024

SUBJECT: ENCLOSED BID PACKAGE

Dear Vendor,

Please take the time to carefully read the Instructions and General Conditions in the attached BID package. It is imperative that you structure your response to the enclosed BID in accordance with these conditions. Alternative Terms and Conditions will not be accepted and will result in your proposal being declared non-responsive.

Thank you for taking to time to submit your proposal. If you have any questions, please feel free to contact me at apele@vesd.net

Thank you,

A handwritten signature in blue ink that reads "Ashley Pele".

Ashley Pele
Purchasing Manager

VICTOR ELEMENTARY SCHOOL DISTRICT

BID # 24-005

EXTERIOR PAINTING AT RB21

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VICTOR ELEMENTARY SCHOOL DISTRICT

BID # 24-005

EXTERIOR PAINTING AT RB21

**NOTICE INVITING BIDS
INSTRUCTIONS FOR BIDDERS**

NOTICE INVITING BIDS

School District: Victor Elementary School District

Bid Deadline: **11:30 A.M. of the 19th day of March, 2024**

Place of Bid Receipt: District Administration Building
Purchasing Department
12219 2nd Ave
Victorville, CA 92395

Project Identification Name: **Exterior Painting at RB21 - BID #24-005**

NOTICE IS HEREBY GIVEN that the above-named School District of San Bernardino County, California, acting by and through its Governing Board, hereinafter referred to as, "District", will receive up to but no later than the above stated time, sealed bids for the award of a contract for the above project.

A MANDATORY PRE-BID CONFERENCE AND JOB WALK has been scheduled for this project. This mandatory pre-bid conference will be held Friday, March 8, 2024 beginning promptly at 8:00 a.m. at Ralph Baker School of 21st Century Learning, 15456 El Evado Rd, Victorville, CA 92394 with job walk to immediately follow. All prospective bidders who attend the job walk are required to attend and sign-in on the district issued sign-in sheet and participate in the entire job walk.

As a condition of bidding and in accordance with the provisions of Section 20111.5 of the California Public Contract Code, prospective prime contract bidders are required to submit to the District proof of prequalification for the 2024 calendar year OR a completed prequalification questionnaire and financial statement. **All prequalification packets are to be submitted on Quality Bidders. All submissions must be completed by 2:00 p.m. on March 5, 2024.**

Bids shall be received in the place identified above, and shall be opened and publicly read aloud at the above stated time and place.

Each Bid must conform and be responsive to the contract documents.

The District reserves the right to award the contract less any one or all deduct prices.

Bidders are advised that this contract is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. Wage rates can be obtained from the Director of the Department of Industrial Relations at <http://www.dir.ca.gov/OPRL/dprowagedetermination.htm>. As of March 1, 2015 all contractors bidding on a public works project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

A current DIR registration number must be included on each Bid Form.

Each bid shall be made out on a form to be obtained at the Office of the Owner, **VICTOR ELEMENTARY SCHOOL DISTRICT**, Victorville, California. Each bid shall be sealed in a plain envelope with the name of the bidder and the name of the project marked plainly on the face of the envelope and filed with the said Board of Trustees prior to the **11:30 A.M., March 19, 2024**, deadline and will be opened and publicly read aloud shortly thereafter on that day in the office of the said Board of Trustees.

This contract is for a public work. Contractor and subcontractor shall pay all workers on the project at least the general prevailing rate of per diem wages as determined by the Director of the Department of Industrial Relations ("DIR") pursuant to Labor Code sections 1770 et seq. Prevailing wage rates are available online at: <http://www.dir.ca.gov>.

No contractor or subcontractor may be listed on a bid or awarded a contract for public work unless currently registered with the DIR pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.

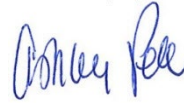
Each bidder shall be a licensed contractor at the time the bid pursuant to the Business and Professions Code and such license(s) shall remain active and good standing for the duration of the contract. The bidder shall be licensed in one or more the following classifications:

License Classification: Class C - 33

All questions, inquiries, comments, or exceptions to the Bid materials must be submitted in writing to the attention of Ashley Pele via email at apele@vesd.net no later than Monday March 11, 2024.

| | |
|-----------------------------------|--|
| First Publication | February 21, 2024 |
| Second Publication | February 28, 2024 |
| Pre-Qualification Documents due | March 5, 2024 |
| Pre-Bid Conference/Job Walk | March 8, 2024 @ 8:00 A.M. |
| Last date to submit RFI Questions | March 11, 2024 @ 4:00 P.M. |
| Opening of Bids | March 19, 2024 @ 11:30 A.M. |
| District Name | Victor Elementary School District |
| County Name | San Bernardino |
| Governing Board | |

By



Ashley Pele

Calendar of Events

Bid #24-005 – Exterior Painting at RB21

| Event | Details | Date | Time (PST) |
|--|---|--|---------------|
| Mandatory Job Walk | Dr. Ralph H. Baker 21 st Century Learning Center | Friday, March 8, 2024 | 8:00 A.M. |
| Last day to submit RFI/Questions for Clarification | apele@vesd.net | Monday, March 11, 2024 | 4:00 P.M. |
| Last Day to Submit for Prequalification Applications | QualityBidders.com | Tuesday, March 5, 2024 | 4:00 P.M. |
| Response to RFI/ Questions for Clarification or Explanations sent to Vendors | E-Mailed to Vendors | Friday, March 15, 2024 | 4:00 P.M. |
| Last Day to be approved Through Quality Bidders | You will be notified of your approval via email from Quality Bidders | Tuesday, March 12, 2024 | 4:00 P.M. |
| Proposals DUE | Victor Elementary School District 12219 Second Ave Victorville, CA 92395 | Tuesday, March 19th, 2024 | 11:30 A.M. |
| Notice of Intent to Award | Emailed to Bidders | Thursday March 21st, 2024 | 4:00 P.M. |
| Board Approval | Victor Elementary School District Board Room 12219 Second Ave Victorville, CA 92395 | Wednesday April 10 th , 2024 | 7:00 P.M. |
| Notice to Proceed | Emailed to Bidders | Thursday, April 11, 2024 | 4:00 P.M. |
| Anticipated Project Start Date | Begin Project (Project may begin sooner at the discretion of the District) | Tuesday June 11, 2024 | 7:00 A.M. |
| Anticipated Project Completion Date | Project Completion | Friday, August 2 nd , 2024 | 5:00 P.M. |

JOB WALK SCHEDULE

Bid 24-005

Exterior Painting at RB21

*Please be advised this job walk is MANDATORY. All prospective bidders who attend the job walk are required to attend and sign-in on the district issued sign-in sheet and participate in the entire job walk.

| | Site | Address | Date and Time |
|----------|---|--|------------------------|
| 1 | Dr. Ralph H. Baker 21 st Century Learning Center | 15456 El Evado Road Victorville, CA 92392 | 03/08/2024 @ 8 A.M. |

INSTRUCTIONS FOR BIDDERS

1. Preparation of Bid Form: The DISTRICT invites bids on the form attached to be submitted at such time and place as is stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. Post Office date stamp will not suffice for bid deadline. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. Bid Security: Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the DISTRICT; (3) a certified check made payable to the DISTRICT; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the DISTRICT, in the form set forth in the contract documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the proposed contract, if the same is awarded to such bidder, and will provide the required Performance Bond and Payment Bond. In the event that a bidder is awarded the contract and such bidder fails to enter into said contract or provide the necessary documents within **five (5)** calendar days after notification of the award of the contract to bidder, said security will be forfeited.
3. Signature: The bid must be signed in the name of the bidder in permanent ink and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder. It may not be stamped or otherwise reproduced.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is on file in the DISTRICT's office. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the DISTRICT, in which case the general partner may sign.

Bids submitted as joint venturer must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power- of-attorney is on file in the DISTRICT office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. Modifications: Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the DISTRICT's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered.**
5. Erasures, Inconsistent or Illegible Bids: The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures

INSTRUCTIONS FOR BIDDERS

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of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the DISTRICT determines that any bid is unintelligible, inconsistent, or ambiguous, the DISTRICT may reject such bid as not being responsive to the Notice Inviting Bids.

6. Requirements at Bid Opening: The following documents are required to be included in the sealed bid at bid opening or the bid must be refused: the Bid Form, Bid Bond, Designation of Subcontractors, and the Non-Collusion Affidavit (in accordance with Public Contracts Code Section 7106).
7. Examinations of Site and Contract Documents: Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.
8. Withdrawal of Bids: Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefore.

No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

9. Agreements and Bonds: The Agreement form which the successful bidder, as CONTRACTOR, will be required to execute, and the form of the bonds which such CONTRACTOR will be required to furnish, are included in the contract documents and should be carefully examined by the bidder. Both Payment Bond and Performance Bond, each in an amount of one hundred percent (100%) of the amount of the contract will also be required if the bid is \$25,000.00 or more.
10. Interpretation of Plans and Documents: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, he may submit to the DISTRICT a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. **Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of contract documents.** No person is authorized to make any oral interpretation of any provision in the contract documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.
11. Bidders Interested in More Than One Bid: No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted to a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.
12. Award of Contract: The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the DISTRICT, will be by action of the governing board and to the lowest responsible and responsive bidder from among those bidders responsive to the call for bids. In the event an award is made to bidder, and such bidder fails or refuses to execute the contract and provide the required documents within **five (5)** calendar days after

INSTRUCTIONS FOR BIDDERS

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notification of the award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsible and responsive bidder or release all bidders. **Each bid must conform and be responsive to the contract documents as defined in the General Conditions.**

13. Prices: All prices must be valid for a minimum of eight (8) months after award of the contract.
14. Evidence of Responsibility: Upon the request of the DISTRICT, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the DISTRICT satisfactory evidence showing the bidder's financial resources, surety and insurance claims experience, construction experience, completion ability, workload, organization available for the performance of the contract, and other factors pertinent to a project of the scope involved.
15. Listing Subcontractors: Each bidder shall submit with his bid, on the form furnished with the contract documents, a list of the names and locations of the places of business of each subcontractor who will perform work or labor or render service to the bidder in or about the project, or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of one percent (1%) of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.). If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate.
16. Workers' Compensation: In accordance with the provisions of Labor Code Section 3700, the successful bidder as the CONTRACTOR shall secure payment of compensation to all employees. The CONTRACTOR shall sign and file with the DISTRICT the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires 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." The form of such certificate is included as a part of the contract documents.
17. Anti-Discrimination: It is the policy of the DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The CONTRACTOR agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act (Government Code Section 12900 et seq.) and Labor Code Section 1735. In addition, the CONTRACTOR agrees to require like compliance by any subcontractors employed on the work by such CONTRACTOR.
18. Hold Harmless: CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, the Inspector of Record, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this agreement or the contract documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, the Inspector of Record, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys fees or other proceeding based upon such act, omission, or breach. Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, the Inspector of Record, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

INSTRUCTIONS FOR BIDDERS

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- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the contract documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this agreement or the contract documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.
 - (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with work covered by this agreement or the contract documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.
 - (c) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any stop notice actions.
19. Preference for Materials, One Product Specified: Unless the plans and specifications state that no substitution is permitted, whenever the contract documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.
20. Communication: The CONTRACTOR must provide a Supervisor available on the work site at all times who can understand and communicate with all DISTRICT Supervisors.
21. Disqualification of Bidders and Proposals: More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the DISTRICT.
22. Unbalanced or Altered Bids: Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected.
23. Contractor Registration and Labor Compliance Enforcement: No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5, unless excepted under Labor Code Section 1771.1(a). No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
24. Wage Rates, Travel and Subsistence:
 - (a) Pursuant to Labor Code Section 1770 et seq., the Department of Industrial Relations website (<http://www.dir.ca.gov/OPRL/PWD/SOUTHERN.html>) is available to obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday work and overtime work in the locality in which this public work is to be performed for each craft, classification, or

INSTRUCTIONS FOR BIDDERS

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type of worker needed to execute this contract and copies will be made available to any interested party on request. The CONTRACTOR shall obtain his/her own copies of the above referenced prevailing wage sheets from the Director of the Department of Industrial Relations and post a copy of such wage rates at the site.

- (b) Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1 ½) times the above.
 - (c) These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the DISTRICT, located as noted above. It shall be mandatory upon the CONTRACTOR to whom the contract is awarded, and upon any subcontractor under such CONTRACTOR, to pay not less than the said specified rates to all workers employed by them in the execution of the contract, as this is a public works project.
25. No Telephone or Facsimile Availability: No telephone or facsimile machine will be available to bidders on the DISTRICT premises at any time.
26. Addenda and Change Orders: All Addenda and Change Orders shall comply with all requirements of Title 24 California Code of Regulations Section 4-338.
27. Prequalification: This Project may be subject to DISTRICT's prequalification procedures, therefore bidders may visit DISTRICT's Purchasing website http://www.vesd.net/departments/administrative_services/purchasing for further information on potential prequalification requirements, which may need to be completed and submitted in advance of applicable bid deadlines. The district uses QualityBidders.com, all applications must be submitted through Quality Bidders only.
28. A Bidder may protest the bidding process for the project only by filing a written protest with the District's Purchasing Manager, Ashley Pele, in accordance with the procedures set forth in this section. The District will not consider any verbal protests (e.g., by telephone) or any protests sent by electronic mail. In order for a protest to be valid and considered by the District, the protest must: (a) be filed not later than seventy-two (72) hours prior to the scheduled board meeting; (b) clearly identify the Bidder on whose behalf the protest is being filed, together with the name, address and telephone number of the person representing the Bidder for purposes of the protest; (c) clearly identify the specific Bidding process, RFP or award of the Contract being protested; (d) clearly identify and describe in detail the specific basis or bases for the protest and all facts relevant thereto and in support thereof; (e) clearly identify all references to the specific portions of all documents relevant to the protest; (f) clearly identify and describe in detail all arguments in support of the protest, including, without limitation, any citations to all legal authorities; and (g) be submitted with all documentation that is relevant to and supports the basis or bases underlying the protest.

If a protest filed by a Bidder does not comply with each and every one of the foregoing requirements, the District may reject the protest as invalid. If a Bidder files a valid protest, the District shall review the protest and all relevant information and documents and will provide written decision to the protesting Bidder. In response to a protest, the Governing Board may decline to award a contract, may award a contract to a Bidder other than as previously intended, or may award a contract to a Bidder as previously intended despite the protest. Such action by the Governing Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS MANDATORY. Each Bidder that desires to protest must file a protest in accordance with the foregoing requirements, and no Bidder may rely on a protest by another bidder as a means of satisfying such requirements. Compliance with the foregoing requirements is the sole and exclusive means of protesting the bidding process, any bid, and/or the intended award of a contract for the project, and failure to so comply shall be deemed and construed as a waiver of any and all rights the Bidder may have to pursue a claim, demand or action

INSTRUCTIONS FOR BIDDERS

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based on the bidding, any bids, and/or any contract awarded for the project.

29. Iran Contracting Act of 2010

The Bidder hereby certifies that he or she or it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Iran Contracting Act of 2010. The Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the Iran Contracting Act of 2010.

30. Anti-Discrimination

It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, pregnancy, physical or mental disability, physical or mental medical condition, veteran status, gender or sexual orientation. All bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code sections 12940 et seq. and California Labor Code section 1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the work on the Contract.

31. Public Records

All documents included in the Bids become the exclusive property of the District upon submittal to the District. All Bids and other documents submitted in response to the Notice Inviting Bids become a matter of public record, except for information contained in such bids deemed to be trade secrets, as defined in California Civil Code section 3426.1. A Bidder that indiscriminately marks all or most of its Bid as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law by an order of court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bids are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such bids, by request made to the District in conformity with the California Public Records Act, Government Code sections 6250 et seq.

VICTOR ELEMENTARY SCHOOL DISTRICT

BID # 24-005

EXTERIOR PAINTING AT RB21

BID FORM

BID BOND

BID FORM

TO: Victor Elementary School District, acting by and through its Governing Board, herein called, "DISTRICT."

1. Pursuant to and in compliance with the Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the **Bid # 24-005 Exterior Painting at RB21** in the DISTRICT, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

2. ADDENDA: The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda).

| | |
|--------------------|---------------------|
| ADDENDUM NO. _____ | DATE RECEIVED _____ |
| ADDENDUM NO. _____ | DATE RECEIVED _____ |
| ADDENDUM NO. _____ | DATE RECEIVED _____ |
| ADDENDUM NO. _____ | DATE RECEIVED _____ |
| ADDENDUM NO. _____ | DATE RECEIVED _____ |

3. BID:

This bid is for the **24-005 – Exterior Painting at RB21**

TOTAL CASH PURCHASE PRICE OF ENTIRE BASE BID IN WORDS

_____ DOLLARS.

(\$ _____).

* If there is a difference in numeric and written amounts, the lowest amount will prevail.

4. TIME FOR COMPLETION: The DISTRICT may give notice to proceed within three (3) months of the award of the bid by the DISTRICT. **The project shall begin no sooner than June 11, 2024 and be complete no later than August 2, 2024.** It is expressly understood that time is of the essence.

In the event that the DISTRICT desires to, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed. If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the Contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the CONTRACTOR for work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder.

5. It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of **sixty (60)** days after the date set for the opening of bids.

6. Attached is bid security in the amount of not less than ten percent (10%) of the bid:
\$ _____. Bid bond, certified check, cashier's check, or cash. (circle one).
7. The required list of designated subcontractors is attached hereto.
8. The required notarized Noncollusion Affidavits for CONTRACTOR and subcontractors are attached hereto.
9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Payment Bond, both within five (5) calendar days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.
10. Notice of Intent to Award Contract or other correspondence should be addressed to the undersigned at the address stated below.
11. The names of all persons interested in the foregoing proposal as principals are as follows:

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

If the bidder is a joint venture, each member of the joint venture must include the above information.

12. Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bond and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.
13. Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 et seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.
14. The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.
15. The bidder is familiar with Government Code Section 12650 et seq., and Penal Code Section 72 and understands that false claims can lead to imprisonment. I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Bidder

Address

By: _____
Signature of Bidder

Date: _____

Department of Industrial Relations Registration Number: _____

NOTE: *If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above*
00376-00005/734199.1

BID BOND

_____ (hereafter called "Principal"), and _____
_____ (hereafter called "Surety"), are hereby held and firmly bound

unto the Victor Elementary School District (hereafter called "Owner") in the sum of

_____ DOLLARS (\$) being not less than ten percent (10%) of the Total Bid Price, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the **Bid 24-005 Exterior Painting at RB21**

NOW, THEREFORE,

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

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

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

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

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

PRINCIPAL: _____

ATTEST: (if individual, two witnesses are required)

By: _____ By: _____

Title: _____ Title: _____

ATTEST: (if corporation)

By: _____

Title: _____

(Corporate Seal)

SURETY: _____

ATTEST: (if individual, two witnesses are required)

By: _____

By: _____

Title: _____
(Corporate Seal)

Title: _____

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

VICTOR ELEMENTARY SCHOOL DISTRICT

BID # 24-005

EXTERIOR PAINTING AT RB21

**DESIGNATION OF
SUB-CONTRACTORS**

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor, or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent (0.5%) of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the prime contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent (0.5%) of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

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

DESIGNATION OF SUBCONTRACTORS FORM

| Description & Portion of Work | Name of Subcontractor | Location & Place of Business | License Number |
|-------------------------------|-----------------------|------------------------------|----------------|
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DATED: _____ Proper Name of Bidder

By: _____

(Signature of Bidder)

Address: _____

VICTOR ELEMENTARY SCHOOL DISTRICT

BID # 24-005

EXTERIOR PAINTING AT RB21

NONCOLLUSION AFFIDAVIT

**NONCOLLUSION AFFIDAVIT
(Prime Bidder)**

STATE OF CALIFORNIA

County of _____ being first duly sworn, deposes and says that he/she

Is _____ of _____,
(Title) (Name of Bidder)

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

(Signature)

(Typed Name)

SUBSCRIBED BEFORE ME on this__ day of_____, 20_____.

Notary Public

My Commission Expires: _____
Expiration Date

VICTOR ELEMENTARY SCHOOL DISTRICT

BID # 24-005

EXTERIOR PAINTING AT RB21

CERTIFICATES AND FORMS

Acknowledgement of Indemnity

Certificate of Worker's Compensation

Certificate of Alcoholic Beverage and Tobacco-Free Policy

Certificate Regarding Drug-Free Workplace

ACKNOWLEDGMENT OF BIDDING PRACTICES
REGARDING INDEMNITY

TO: VICTOR ELEMENTARY SCHOOL DISTRICT
12219 2nd Avenue
Victorville, California 92395

RE: **Bid # 24-005 – Exterior Painting at RB21**

Please be advised that with respect to the above-referenced PROJECT the undersigned CONTRACTOR on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code Section 3864, which provides:

"If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury."

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the DISTRICT of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

Contracting Party

Name of Agent/Title

**CONTRACTORS CERTIFICATE REGARDING WORKERS' COMPENSATION
(FORM MUST BE SUBMITTED WITH THE PROPOSAL)**

I hereby affirm, under penalty of perjury, one of the following declarations:

- I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Section 3700 of the Labor Code, for the duration of any business activities conducted for which this license is issued.
- I have and will maintain workers' compensation insurance, as required by Labor Code Section 3700, for the duration of any business activities conducted for which this license is issued.
- My workers' compensation insurance and policy number are:

Carrier _____

Policy Number _____

- I am exempt from the requirement to obtain workers' compensation insurance under California Business and Professions Code Section 7125(b).
- You must check only one of the following boxes:
 - I do not employ anyone in the manner subject to the workers' compensation laws of California
 - I am an out-of-state contractor, and I do not hire employees who reside in California. (You must provide a certificate of insurance from your workers' compensation insurance carrier.)

I certify that in the performance of any business activities for which this license is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall comply with the provisions of Labor Code Section 3700.

Name of Contactor: _____

Signature: _____

Print Name: _____

**CONTRACTOR'S CERTIFICATE REGARDING
ALCOHOLIC BEVERAGE and TOBACCO-FREE CAMPUS POLICY**

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles.

DATE: _____

CONTRACTOR

By: _____
Signature

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Section 8350 et ~ 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.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- 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;
- 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;
- Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) 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 Section 8350 at seq.

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.

DATE: _____

Contractor Name/Title

By _____
Signature

VICTOR ELEMENTARY SCHOOL DISTRICT

BID # 24-005

EXTERIOR PAINTING AT RB21

AGREEMENT FORM

AGREEMENT FORM

THIS AGREEMENT, entered into this _____ day of _____, 20____ in the County of San Bernardino of the State of California, by and between the Victor Elementary School District, hereinafter called the "DISTRICT", and _____, hereinafter called the "CONTRACTOR".

WITNESSETH that the DISTRICT and the CONTRACTOR for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the **Bid # 24-005 – Exterior Painting at RB21** in strict accordance with the contract documents enumerated in Article 7 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Engineer, Inspector, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the contract documents, that the act or omission is preventing the CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The DISTRICT may give notice to proceed within three (3) months of the award of the bid by the DISTRICT. **The project shall begin no sooner than June 11, 2024 and be complete no later than August 2, 2024.** The Project may begin sooner at the discretion of the District. It is expressly understood that time is of the essence.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this three (3) month period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the DISTRICT's postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the CONTRACTOR for the work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the CONTRACTOR will pay the DISTRICT the sum of Fifty Dollars (\$50.00) per calendar day for each and every day of delay beyond the time set forth in Article 2 of this Agreement for completing said work as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the CONTRACTOR further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the CONTRACTOR under the contract. This Article shall not be construed as preventing the DISTRICT from the recovery of damages under provisions of the contract documents.

One punch list inspection and one final inspection will be performed by the DISTRICT Project Maintenance Supervisor, as scheduled by the CONTRACTOR. If subsequent reinspection's are necessary due to additional or incomplete work punch list items, the CONTRACTOR will be back charged from the contract \$500.00 for each reinspection.

ARTICLE 4 - CONTRACT PRICE: The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of _____ DOLLARS (\$ _____), said sum being the total amount stipulated in the proposal. Payment shall be made as set forth in the General Conditions. Should any change order or construction change directive result in an increase in the contract price, the cost of such change order or construction change directive shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the DISTRICT and CONTRACTOR regarding the cost of a change order or a construction change directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys' fees or other proceeding based upon such act, omission, or breach.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys' fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.
- (c) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at CONTRACTOR's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such

claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

1. Notice Inviting Bids
2. Instructions for Bidders
3. Bid Form
4. Bid Bond
5. Designation of Subcontractors
6. Non-Collusion Affidavit
7. Acknowledgment of Indemnity
8. Certificate Regarding Worker's Compensation
9. Certificate Regarding Alcohol and Tobacco-Free Policy
10. Certificate Regarding Drug Free Workplace
11. Agreement Form
12. Payment Bond
13. Performance Bond
14. Background Check
15. Guarantee Form
16. General Conditions
17. Specifications and Drawings

All of the above named Contract Documents are intended to be complimentary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: This is a public works project, and so wage rates for this project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are available at: www.dir.ca.gov/dlsr/PWD/SOUTHERN.html.

The following Labor Code Sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

1. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1813, Penalty for Failure to Pay Overtime.
3. Sections 1810 and 1811, Working Hour Restrictions.
4. Section 1776, Payroll Records.

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code Section 8546.7, records of both the DISTRICT and the CONTRACTOR may be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

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

VICTOR ELEMENTARY SCHOOL DISTRICT:

By: _____

Typed or Printed Name

Date: _____

Title

CONTRACTOR:

By: _____

Typed or Printed Name

Date: _____

Title (Authorized Officers or Agents)

(CORPORATE SEAL)

VICTOR ELEMENTARY SCHOOL DISTRICT

BID # 24-005

EXTERIOR PAINTING AT RB21

PAYMENT BOND
PERFORMANCE BOND

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Victor Elementary School District (hereinafter designated as the "District"), by action taken or a resolution passed _____, 20_____ has awarded to _____ hereinafter designated as the "Principal", a contract for the work described as follows: **Bid # 24-005 Exterior Painting at RB21** (the "Work"); and

WHEREAS, Principal is required **by Division 4, Part 6, Title 3, Chapter 5, (commencing at Section 9550) of the California Civil Code** to furnish a bond in connection with the contract described above; providing that if Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the **Unemployment Insurance Code Section 13020**, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal **sum of _____ Dollars (\$_____)** lawful money of the United States of America, 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.**

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, **shall fail to pay any of the persons named in Section 9100 of the Civil Code**, fail to pay for any materials, provisions 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 amounts due under the Unemployment Insurance Code Section 13020** with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, **including reasonable attorney's fees**, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to; or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the Civil Code.

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 _____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
If corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

Insert California All-Purpose Acknowledgment Notary Form

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Victor Elementary School District (hereinafter referred to as "District") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for **Bid # 24-005 Exterior Painting at RB21** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of the Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ **DOLLARS, (\$ _____), the sum being not less than one hundred percent (100%)** of the total amount of the Contract, for which amount well and truly to be made, **we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.**

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, 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 Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by the District, during which time 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, Surety shall undertake and faithfully fulfill all such obligations. 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 Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees **including reasonable attorney's fees**, incurred by District in enforcing such obligation.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

- (3) Permit the District to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the District, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

The rate of premium on this bond is _____ per thousand. The total amount of premium charges,
\$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or
Representative for service of
process in California, if different
from above)

(Telephone number of Surety and
Agent or Representative for service
of process in California)

Insert California All-Purpose Acknowledgment Notary Form

VICTOR ELEMENTARY SCHOOL DISTRICT

BID # 24-005

EXTERIOR PAINTING AT RB21

BACKGROUND CHECK

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

_____ certifies that it has performed one of the following:
[Name of contractor/consultant]

- Pursuant to Education Code Section 45125.1, Contractor has conducted criminal background checks, through the California Department of Justice, of all employees providing services to the Victor Elementary School District, pursuant to the contract/purchase order dated _____, and that none have been convicted of serious or violent felonies, as specified in Penal Code Sections 1192.7(c) and 667.5(c), respectively.

As further required by Education Code Section 45125.1, attached hereto as Attachment "A" is a list of the names of the employees of the undersigned who may come in contact with pupils.

OR

- Pursuant to Education Code Section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:
 - (1) The installation of a physical barrier at the worksite to limit contact with pupils.
 - (2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Date _____, 20____

[Name of Contractor/Consultant]

By its: _____

VICTOR ELEMENTARY SCHOOL DISTRICT

BID # 24-005

EXTERIOR PAINTING AT RB21

GUARANTEE FORM

GUARANTEE

We hereby guarantee that the _____ which we have installed for the:

Exterior Painting at RB21
BID # 24-005

at Victor Elementary School District, Victorville, California, has been performed in accordance with the requirements of the Contract Documents and that the work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such work that may prove to be defective in workmanship or material together with any other adjacent work which may be displaced in connection with such replacement within a period of **2 (two) year(s)** from the date of acceptance of the above-mentioned project by the Victor Elementary School District, with the exception of ordinary wear and tear and unusual abuse or neglect.

In the event of the undersigned's failure to comply with the above mentioned conditions within a reasonable period of time, as determined by the District, but not Later than one week after being notified in writing by the District, the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned, which will pay the costs and charges therefore upon demand.

SUBCONTRACTOR OR GENERAL CONTRACTOR

Countersigned

GENERAL CONTRACTOR IF FOR SUBCONTRACTOR

Representatives to be contacted for service subject to terms of contract.

NAME _____

ADDRESS _____

PHONE # _____

VICTOR ELEMENTARY SCHOOL DISTRICT

BID # 24-005

EXTERIOR PAINTING AT RB21

GENERAL CONDITIONS

GENERAL CONDITIONS

Article 1. DEFINITIONS

- A. Action of the Governing Board is a majority vote of a quorum at a lawful meeting.
- B. Approval and Approved means written authorization by DISTRICT for specific applications within the Contract.
- C. As shown, as indicated, as detailed refers to drawings accompanying this specification.
- D. Contract, Agreement and Contract Documents includes all contract documents to wit: Notice Inviting Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Performance and Payment Bonds, General Conditions, Drawings, Plans, Specifications, the Agreement and all modifications, addenda, and amendments thereto.
- E. CONTRACTOR and DISTRICT are those mentioned as such in the Agreement. They are treated throughout the contract as if they are of singular number and neuter gender.
- F. Locality in which the work is performed means the San Bernardino County.
- G. Project is the planned undertaking as provided for in the contract documents by DISTRICT and CONTRACTOR.
- H. Provide shall include “provide complete in place”, that is, “furnish & install”.
- I. Safety Orders are those issued by the Division of Industrial Safety and OSHA Safety and Health Standards for construction.
- J. Standards, Rules and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.
- K. Subcontractor, as used herein, includes those having direct contract with CONTRACTOR and one who furnishes material worked to a special design according to plans, drawings, and specifications for this work, but does not include one who merely furnishes material not so worked.
- L. Surety is the person, firm, or corporation that executes as surety the CONTRACTOR’s Payment Bond.
- M. Work of the CONTRACTOR or subcontractor includes labor or materials (including, without installation, equipment and appliances) or both, incorporated in, or to be incorporated in the construction covered by the complete Contract.
- N. Workers includes laborer, worker or mechanic.

Article 2. LAWS CONCERNING THE DISTRICT A PART HEREOF

Contract is subject to all provision of the laws of California governing, controlling or affecting DISTRICT, or the property, funds operations, or powers of DISTRICT, and such provisions are by this reference made a part hereof and of the Contract.

Article 3. SITE INVESTIGATION

Before bidding on this work, CONTRACTOR shall make a careful investigation of the site and thoroughly familiarize himself with the requirements of the Contract. By the act of submitting a bid for the work included in this Contract, CONTRACTOR shall be deemed to have made such study and investigation and that CONTRACTOR is familiar with and accepts the conditions of the site.

Article 4. STATUS OF CONTRACTOR

CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein

contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT, or any of the DISTRICT's employees or agents, and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees. DISTRICT shall be permitted to monitor the activities to determine compliance with the terms of this Contract. CONTRACTORS and subcontractors are required by law to be licensed and regulated by the Contractors State License Board.

Article 5. CONTRACTOR'S SUPERVISION

A. The CONTRACTOR shall verify all indicated dimensions before ordering materials or equipment, or before performing work. The CONTRACTOR shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the CONTRACTOR with the contract documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the District at once. Upon commencement of any item of work, the CONTRACTOR shall be responsible for dimensions related to such item of work and shall make any corrections necessary to make work properly fit at no additional cost to DISTRICT. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.

B. Omissions from the drawings or specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the CONTRACTOR from performing such omitted or misdescribed work, but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

C. The CONTRACTOR must provide a Supervisor available on the work site at all times who can understand and communicate with all DISTRICT Supervisors.

Article 6. SUBCONTRACTORS

A. CONTRACTOR agrees to bind every subcontractor by terms of Contract as far as such terms are applicable to subcontractor's work. If CONTRACTOR shall subcontract any part of this Contract, CONTRACTOR shall be as fully responsible to DISTRICT for acts and omissions of any subcontractor and of persons either directly or indirectly employed by any subcontractor, as it is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and DISTRICT, nor shall this Contract be construed to be for the benefit of any subcontractor.

B. The CONTRACTOR shall be responsible for the coordination of the trades, subcontractors and materialmen engaged upon his work.

Article 7. DISTRICT'S INSPECTOR

If applicable, one or more Inspector(s), including special Inspectors, as required, will be employed by DISTRICT in accordance with requirements of Title 24 (previously Title 21) of the California Code of Regulations and will be assigned to the work. Duties of an Inspector are specifically defined in Section 4-342 (previously Section 42) of said Title 24. No work shall be carried on except with the knowledge and under the inspection of said Inspector(s). He shall have free access to any or all parts of work at any time. The DISTRICT will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the CONTRACTOR outside of the normal eight (8) hour day shall constitute an authorization from the CONTRACTOR to the DISTRICT to provide inspection and testing as required outside of the normal eight (8) hour day. CONTRACTOR shall reimburse DISTRICT for inspection and testing outside the normal eight-hour day or for any retests caused by the CONTRACTOR.

Article 8. ASSIGNMENT OF ANTITRUST ACTIONS

A. Pursuant to Government Code § 4551, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or Subcontractor offers and agrees to assign to the DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the

subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties. If the DISTRICT receives, either through

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

B. Upon demand in writing by the assignor, the DISTRICT shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the DISTRICT has not been injured thereby or the DISTRICT declines to file a court action for the cause of action.

Article 9. OTHER CONTRACTS

A. DISTRICT reserves the right to let other contracts in connection with this work. CONTRACTOR shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate its work with theirs.

B. Nothing herein contained shall be interpreted as granting to CONTRACTOR exclusive occupancy at the Project site. CONTRACTOR shall not cause any unnecessary hindrance or delay to any other contractor working on Project. If simultaneous execution of any Contract for Project is likely to cause interference with performance of some other contract or contracts, DISTRICT shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously.

Article 10. OCCUPANCY

DISTRICT reserves the right to occupy portions of the Project at any time before completion, and such occupancy shall constitute final acceptance of that portion only to the extent that the CONTRACTOR will not be subject to performing work or repairs caused by the DISTRICT's use of the occupied areas. Such occupancy shall not extend the date specified for completion of the work. The CONTRACTOR will be required to complete punch list items documented by DISTRICT, Architect, Inspector and CONTRACTOR prior to final payment.

Article 11. DISTRICT'S RIGHT TO DO WORK

Should the CONTRACTOR, at any time during the process of construction, fail or refuse to furnish enough materials or workmen to properly execute the work, unless prohibited from so doing through the action of DISTRICT or other authorized official agencies, DISTRICT, after giving ten (10) days written notice to CONTRACTOR may, without prejudice to any other rights he may have, proceed to furnish the materials and/or workmen necessary to proceed with or complete the work, and may deduct the cost thereof, together with reasonable expenses arising from such procedure, from any amounts then due or which may thereafter become due to CONTRACTOR.

Article 12. DISTRICT'S RIGHT TO TERMINATE CONTRACT

A. **Grounds for Termination.** The CONTRACTOR may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the CONTRACTOR, a Subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the CONTRACTOR is contractually responsible, for only the following reasons:

- (1) Issuance of an order of a court or other public authority having jurisdiction; or
- (2) An act of government, such as a declaration of national emergency.

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

Article 13. TERMINATION BY THE DISTRICT FOR CAUSE

A. **Grounds for Termination.** The DISTRICT may terminate the Contract if the CONTRACTOR:

- (1) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (2) Persistently or repeatedly is absent, without excuse, from the job site;
- (3) Fails to make payment to Subcontractors;
- (4) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
or
- (5) Otherwise is in material breach of a provision of the Contract Documents.

B. **Notification of Termination.** When any of the above reasons exist, the DISTRICT may, without prejudice to any other rights or remedies of the DISTRICT and after giving the CONTRACTOR and the CONTRACTOR's surety, if any, written notice of seven (7) days, terminate the Contract and may, subject to any prior rights of the surety:

- (1) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;
- (2) Accept assignment of Subcontracts; and
- (3) Complete the Work by any reasonable method the DISTRICT may deem expedient.

C. **Payments Withheld.** If the DISTRICT terminates the Contract for one of the reasons stated in Article 13.A, the CONTRACTOR shall not be entitled to receive further payment.

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

Article 14. TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT)

DISTRICT may terminate the Contract upon fifteen (15) calendar days of written notice to the CONTRACTOR, if it is found that reasons beyond the control of either the DISTRICT or CONTRACTOR make it impossible or against the DISTRICT's interest to complete the work. In such a case, the CONTRACTOR shall have no claims against the DISTRICT except: (1) the actual cost for labor, materials, and services performed which may be documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead, and (3) five percent (5%) termination cost of the total of items (1) and (2).

Article 15. PAYMENT BOND

A. **Bond Requirements.** Prior to commencing any portion of the Work, the CONTRACTOR shall furnish a payment and performance bond for its portion of the Work which shall cover 100% faithful payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the CONTRACTOR shall, upon request of the DISTRICT, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the DISTRICT. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the CONTRACTOR will release the surety. If the CONTRACTOR fails to furnish the required bonds, the DISTRICT may terminate the Contract for cause.

B. **Surety Qualifications.** Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

C. **Alternate Surety Qualifications.** If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the DISTRICT.

Article 16. DRAWINGS AND SPECIFICATIONS

A. Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.

B. Materials or work described in words which so applied has a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

C. It is not the intention of the Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under the "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to CONTRACTOR that it will be required to complete the work so named with all its appurtenances according to the best practices of the trade.

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

E. Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large-scale details shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installations procedures. Drawings and specifications are intended to be fully cooperative and to agree. However, if CONTRACTOR observes that drawings and specifications are in conflict, CONTRACTOR shall promptly notify the DISTRICT in writing, and any necessary changes shall be effected. The specification calling for the higher quality material or workmanship shall prevail.

F. Specifications and accompanying drawings are intended to delineate and describe the Project and its component parts to such a degree as to enable skilled and competent contractors to intelligently bid upon the work, and to carry said work to a successful conclusion.

G. Drawings and specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the contract documents, said laws, ordinances, rules, and regulations shall be considered as a part of said Contract within the limits specified. The CONTRACTOR shall bear all expenses of correcting work done contrary to said laws, ordinances, rules, and regulations if the CONTRACTOR knew or should have known that the work as performed is contrary to said laws, ordinances, rules, and regulations and if the CONTRACTOR (1) performed same without first consulting DISTRICT for further instructions regarding said work or (2) disregarded DISTRICT's instructions regarding said work.

H. Questions regarding interpretation of drawings and specifications shall be clarified by DISTRICT. Should the CONTRACTOR commence work or any part thereof without seeking clarification, CONTRACTOR waives any claim for extra work or damages as a result of any ambiguity, conflict, or lack of information.

I. CONTRACTOR will be furnished, free of charge, bid sets of permitted documents and specifications. CONTRACTOR is to provide reproducible drawings and all additional copies which it requires for his operations at its own expense. It shall maintain an accurate record of all copies made and shall return or otherwise account for all copies at the end of the Project.

Article 17. OWNERSHIP OF DRAWINGS

Pursuant to Education Code section 17316, all plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other contract documents and copies thereof furnished by DISTRICT are its property. They are not to be used in other work and, with the exception of signed sets of the Contract, are to be returned to the DISTRICT on request at completion of work.

Article 18. DETAIL DRAWINGS AND INSTRUCTIONS

A. In case of ambiguity, conflict, or lack of information, DISTRICT shall furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for proper execution of work. All such drawings and instructions shall be consistent with contract documents, true developments thereof, and reasonably inferable therefrom.

B. Work shall be executed in conformity therewith and CONTRACTOR shall do no work without proper drawings and instructions.

C. The District will furnish necessary details to more fully explain the work, which details shall be considered as part of the contract documents.

D. Should any details require work and costs beyond those which reasonably should have been included in the contract, CONTRACTOR shall give written notice thereof to the DISTRICT within ten (10) working days of the receipt of same. In case no notice is given to the DISTRICT within ten (10) working days, it will be assumed the details are reasonable development of the scale drawings. In case notice is given, then the claim will be considered and, if found justified, the DISTRICT or Architect will either modify the drawings or shall recommend to DISTRICT a change order for the extra work involved.

E. All parts of the described and shown construction shall be of the quality of their respective kinds shown in the Plans or as specified, and the CONTRACTOR is hereby advised to use all diligence to become fully informed as to the required construction and finish, and in no case to proceed with the different parts of the work without first obtaining from the District some directions and/or drawings as may be necessary for the proper performance of the work.

F. If it is found at any time, before or after completion of the work, that the CONTRACTOR has varied from the drawings and/or specifications, in materials, quality, form, or finish, or in the amount or value of the materials and labor used, the DISTRICT shall issue an order to CONTRACTOR: (1) that all such improper work should be removed, remade, and replaced, and all work disturbed by these changes be made good at the CONTRACTOR's expense; or (2) that the DISTRICT deduct from any amount due CONTRACTOR, the sum of money equivalent to the difference in value between the work performed and that called for by the drawings and specifications. DISTRICT shall in its sole discretion determine such difference in value. The DISTRICT, at its option, may pursue either course.

Article 19. STATE AUDIT

Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records, and files of DISTRICT, CONTRACTOR, or any subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of ten thousand dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Contract. CONTRACTOR shall preserve and cause to be preserved such books, records and files for the audit period.

Article 20. MATERIALS AND WORK

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

B. Unless otherwise specified, all materials shall be new and shall be of the respective kinds and grades as noted or specified.

C. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. CONTRACTOR shall be entirely responsible for damages or loss by weather or other causes to materials or work under this Contract.

D. CONTRACTOR shall, after award of Contract by DISTRICT, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the work. CONTRACTOR shall, upon demand from the DISTRICT, furnish to the DISTRICT documentary evidence showing that orders have been placed.

E. No material, supplies, or equipment for work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. CONTRACTOR warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to DISTRICT free from any claims, liens, or charges. CONTRACTOR further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that CONTRACTOR may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, CONTRACTOR shall advise DISTRICT as to its owner.

F. For all material and equipment specified or indicated in the Drawings, the CONTRACTOR shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems. Incidental items not indicated on the Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

Article 21. OBTAINING OF PERMITS, LICENSES AND EASEMENTS

Permits, licenses, and certificates necessary for prosecution of work shall be secured and paid for by CONTRACTOR, unless otherwise specified. All such permits, licenses, and certificates shall be delivered to DISTRICT before demand is made for the certificates of final payment. CONTRACTOR shall, and shall require subcontractors to, maintain CONTRACTOR's licenses in effect as required by law.

Article 22. ACCESS TO WORK

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

Article 23. SANITARY FACILITIES

If applicable, CONTRACTOR shall provide sanitary temporary facilities in no fewer numbers than required by law.

Article 24. CLEANING UP

CONTRACTOR at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by the work. CONTRACTOR shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises. Upon completion of work, CONTRACTOR shall clean interior and exterior of building, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration; CONTRACTOR shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking, sanitary facilities and similar temporary facilities from site. If CONTRACTOR fails to clean up, DISTRICT may do so and the cost thereof shall be charged to CONTRACTOR.

Article 25. GUARANTEE

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

B. CONTRACTOR warrants that the Work (which includes any equipment furnished by CONTRACTOR as a part of the materials) shall: (a) Be free from defects in workmanship and material; (b) Be free from defects in any design performed by CONTRACTOR; (c) Be new, and conform and perform to the requirements stated in the Specifications, and

where detail requirements are not so stated, shall conform to applicable industry standards; and (d) Be suitable for the use stated in the Specifications.

C. The warranty period for discovery of defective work shall commence on the date stamped on the Notice of Completion verifying County registration and continue for the period set forth in the Specifications or for one year if not so specified. If, during the warranty period, the Work is not available for use due to defective work, such time of unavailability shall not be counted as part of the warranty period. The warranty period for corrected defective work shall continue for a duration equivalent to the original warranty period.

Article 26. DUTY TO PROVIDE FIT WORKERS

A. CONTRACTOR and Subcontractors shall at all times enforce strict discipline and good order among their employees and shall not employ on work any person not skilled in the work assigned to such person. It shall be the responsibility of CONTRACTOR to insure compliance with this article.

B. Any person in the employ of the CONTRACTOR or subcontractors whom DISTRICT may deem unfit shall be excluded from the work site and shall not again be employed on it except with written consent of DISTRICT. As used in this subsection, "unfit" means any person who the DISTRICT concludes is either not, or improperly, skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards that jeopardize other persons and/or property.

C. CONTRACTOR shall take all reasonable steps necessary to insure that any employees of CONTRACTOR or any of its subcontractors employees do not use, consume, or work under the influence of any alcohol or illegal drugs while on the Project. CONTRACTOR shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, CONTRACTOR shall preclude any of its employees or subcontractor's employees from bringing any animal onto the Project.

Article 27. FINGERPRINTING

If applicable, CONTRACTOR shall comply with all provisions of either Education Code Section 45125.1 or 45125.2. Pursuant to Education Code Section 45125.1, CONTRACTOR shall conduct criminal background checks of all employees of CONTRACTOR assigned to the DISTRICT, and shall certify that no employees who have been convicted of serious or violent felonies, as specified in Education Code Section 45125.1, will have contact with pupils, by utilizing the attached certification. As part of such certification, CONTRACTOR must provide the DISTRICT with a list of all employees providing services pursuant to this Agreement, and designate which sites such employees will be assigned. In performing the services set forth in this Agreement, CONTRACTOR shall not utilize any employees who are not included on the above-referenced list. At DISTRICT's sole discretion, DISTRICT may make a finding, as authorized under Education Code section 45125.1, that CONTRACTOR's employees will have only "limited contact" with pupils. CONTRACTOR's failure to comply with this law shall be considered a material breach of this Agreement upon where this Agreement may be terminated, at DISTRICT's sole discretion, without any further compensation to CONTRACTOR.

Pursuant to section 45125.2 CONTRACTOR shall ensure the safety of pupils by the installation of a physical barrier at the worksite and by continual supervision and monitoring of all these employees by an employee of CONTRACTOR whom the Department of Justice has ascertained has not been convicted of a serious or violent felony, as defined in Education Code section 45125.2 (c).

Article 28. WAGE RATES, TRAVEL AND SUBSISTENCE

A. Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the governing body of DISTRICT has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute this Contract from the Director of the Department of Industrial Relations (hereinafter, in this article "Director"). These rates are on file with the Director of Purchasing of DISTRICT and copies will be made available to any interested party on request. CONTRACTOR shall post a copy of such wage rates at the job site.

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B. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be as defined in the Collective Bargaining Agreement applicable to each particular craft, classification or type of worker employed under Contract.

C. As this is a public works project, CONTRACTOR shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between CONTRACTOR or any subcontractor and such workers.

D. CONTRACTOR shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations.

E. If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the work under Contract is to be performed, such change shall not alter the wage rates in the Notice to CONTRACTORS or the Contract subsequently awarded.

F. Pursuant to Labor Code Section 1775, CONTRACTOR shall as a penalty to DISTRICT, forfeit two-hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the Director, for such work or craft in which such worker is employed for any public work done under Contract by CONTRACTOR or by any subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by CONTRACTOR.

G. Any worker employed to perform work on the Project, which work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

H. Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay.

I. CONTRACTOR shall post at appropriate conspicuous points on the site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Article 29. HOURS OF WORK

A. As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed at any time by CONTRACTOR or by any subcontractor on any subcontract under this Contract upon the work or upon any part of the work contemplated by this Contract shall be limited and restricted by CONTRACTOR to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of CONTRACTOR in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1 ½) times the basic rate of pay.

B. CONTRACTOR shall keep and shall cause each subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the work or any part of the work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of DISTRICT and to the Division of Labor Standards Enforcement, Department of Industrial Relations of the State of California.

C. Pursuant to Labor Code Section 1813, CONTRACTOR shall pay to the DISTRICT a penalty of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

D. Any work necessary to be performed after regular working hours, or other holidays shall be performed without additional expense to the DISTRICT.

Article 30. TIME CONSTRAINTS WHILE CHILDREN ARE IN SCHOOL

Work at the school sites must be done while students are not in the classrooms. The District will provide to the CONTRACTOR a schedule of when students will not be in the classrooms.

Article 31. PAYROLL RECORDS

A. Pursuant to the provisions of Section 1776 of the Labor Code, CONTRACTOR shall keep and shall cause each subcontractor performing any portion of the work under this Contract to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR in connection with the work.

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

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his/her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of DISTRICT, Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding Contract, Division of Apprenticeship Standards, or the division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph 2 above, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by CONTRACTOR, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of CONTRACTOR.
- (4) The form of certification shall be as follows:

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

C. Each CONTRACTOR shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request.

D. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by DISTRICT, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of CONTRACTOR awarded Contract or performing Contract shall not be marked or obliterated.

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

F. In the event of noncompliance with the requirements of this section, CONTRACTOR shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects CONTRACTOR must comply with this section. Should noncompliance still be evident after the ten (10) day period, CONTRACTOR shall, as a penalty to DISTRICT, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

G. It shall be the responsibility of CONTRACTOR to ensure compliance with the provisions of Labor Code section 1776.

Article 32. LABOR - FIRST AID

The CONTRACTOR shall maintain emergency first aid treatment for CONTRACTOR's workers on the Project which complies with current Occupational Safety and Health Administration regulations.

Article 33. PROTECTION OF PERSONS AND PROPERTY

A. The CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the DISTRICT. All work shall be solely at the CONTRACTOR's risk, with the exception of damage to the work caused by "acts of God". CONTRACTOR's liability for any injury or damage proximately caused by any "act of God" shall be limited to five percent (5%) of the Contract price.

B. CONTRACTOR shall take, and require subcontractor to take, all necessary precautions for safety of workers on the work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, CONTRACTOR shall furnish, erect and properly maintain at all times, as directed by DISTRICT or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. CONTRACTOR shall designate a responsible member of its organization on the work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported to DISTRICT by CONTRACTOR. CONTRACTOR shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

C. In an emergency affecting safety of life, of work, or of adjoining property, CONTRACTOR, without special instruction or authorization from DISTRICT, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and CONTRACTOR shall so act if so authorized or instructed by Architect or DISTRICT. DISTRICT will not hold CONTRACTOR liable for damages proximately caused by CONTRACTOR's actions if such actions were reasonably necessary to prevent loss of life or injury to person or damage to work or adjoining property. Any compensation claimed by CONTRACTOR on account of emergency work shall be determined by agreement.

D. CONTRACTOR shall provide such heat, cooling, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.

E. CONTRACTOR shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair work shall be obtained and paid for by CONTRACTOR.

F. CONTRACTOR shall (unless waived by the DISTRICT in writing):

- (1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; and perform work which may interfere with school routine before or after

school hours, enclose working area with a substantial barricade, and arrange work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The CONTRACTOR shall comply with specifications and directives of the DISTRICT regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.

- (2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- (3) Deliver materials to building area over route designated by Architect of DISTRICT.
- (4) Take preventive measures to eliminate objectionable dust.
- (5) Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of DISTRICT and shall not interfere with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of DISTRICT regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on construction site.
- (6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required shall be filed with county and local authorities, at no cost to the DISTRICT. All filing and plan check fees shall be paid by CONTRACTOR.

Article 34. NON-DISCRIMINATION

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

Article 35. CONTRACTOR CLAIMS

If CONTRACTOR shall claim compensation for any damage sustained by reason of the acts of DISTRICT or its agents, CONTRACTOR shall, within five (5) days after sustaining of such damage, make to District a written statement of the damage sustained. On or before the fifteenth (15th) day of the month succeeding that in which such damage shall have been sustained CONTRACTOR shall file with DISTRICT an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required, CONTRACTOR's claims for compensation shall be forfeited and invalidated and it shall not be entitled to consideration for payment on account of any such damage.

Article 36. DISPUTES - DISTRICT'S DECISIONS

A. District shall within a reasonable time, make decisions on all claims of DISTRICT or CONTRACTOR and on all other matters relating to the execution and progress of the work. The decisions of District shall not be binding, but shall be advisory only.

B. In the event of a dispute between the parties as to performance of the work, the interpretation of this Contract, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees it will neither rescind the Contract nor stop the progress of the work. If determination by the court of the State of California, in the applicable County, having competent jurisdiction of the dispute, is required, such action will occur after the Project has been completed, and not before.

C. Notwithstanding any other language in the Contract Documents, claims between the District and the Contractor shall be resolved in accordance with the procedures established at Public Contract Code § 9204. "Claims" are defined for this section, pursuant to Public Contract Code § 9204, as a separate demand by the Contractor for one of the following: a time extension for relief from penalties for delay; payment of money or damages arising from Work done; or payment of an amount disputed by the District.

Upon receiving a claim sent by registered or certified mail, the District must review and provide a written response within forty-five (45) days that identifies the disputed and undisputed portions of the claim. The forty-five (45) day period to respond may be extended by mutual agreement. The claim is deemed rejected in its entirety if the District does not issue a

response. Any payment due on an undisputed portion of the claim must be processed within sixty (60) days after the District's response. If a claimant disputes the District's response or lack thereof, the claimant may demand to meet and confer for settlement of the issues in dispute. Any portion of a claim that remains in dispute after a meet and confer conference will be subject to nonbinding mediation process, as described in Public Contract Code § 9204. Undisputed and unpaid claims accrue interest at 7% per annum. A subcontractor or lower tier subcontractor may make a claim to the District through the Contractor, as specified in Public Contract Code § 9204. However, the procedures in this section shall not supersede the requirements of the contract documents with respect to the Contractor's notification to the District of such claim or extend the time for the giving of such notice as provided in the contract documents."

Article 37. COMPLETION

The work may only be accepted as complete by action of the DISTRICT's governing board.

Article 38. ADJUSTMENTS TO CONTRACT PRICE

A. If CONTRACTOR defaults or neglects to carry out the work in accordance with the contract documents or fails to perform any provision thereof, DISTRICT may, after ten (10) days written notice to CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies.

B. DISTRICT shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If DISTRICT deems it inexpedient to correct work injured or not done in accordance with Contract provisions, an equitable reduction in Contract price shall be made therefore.

Article 39. CORRECTION OF WORK

A. Should it be considered necessary or advisable by DISTRICT at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out the same, the CONTRACTOR shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of the CONTRACTOR or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the CONTRACTOR.

B. CONTRACTOR shall promptly remove from premises all work identified by DISTRICT as failing to conform to Contract, whether incorporated or not. CONTRACTOR shall promptly replace and re-execute its own work to comply with entrant documents without additional expense to DISTRICT and shall bear the expense of making good all work of other CONTRACTORS destroyed or damaged by such removal or replacement.

C. If CONTRACTOR does not remove such work within a reasonable time, fixed by written notice, DISTRICT may remove it and may store the material at CONTRACTOR's expense. If CONTRACTOR does not pay expenses of such removal within ten (10) days' time thereafter, DISTRICT may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by CONTRACTOR.

Article 40. EXTENSION OF TIME - LIQUIDATED DAMAGES

A. THE CONTRACTOR AND DISTRICT HEREBY AGREE THAT THE EXACT AMOUNT OF DAMAGES FOR FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED IS EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE.

It is expressly understood that time is of the essence and that the Contractor must complete the Project within the time specified in the Agreement. CONTRACTOR shall be assessed the sum of One Hundred Dollars (\$100.00) per day as liquidated damages for each and every day the work required under this contract remains unfinished past the time for completion, as set forth in the Agreement, and any extensions of time granted by the DISTRICT to the CONTRACTOR under the terms of the contract documents and pursuant to Section 53069.85 of the Government Code. For purposes of this article, the work shall be considered "complete" only after DISTRICT's governing board, at its next regularly scheduled meeting, accepts the work.

B. CONTRACTOR shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of CONTRACTOR, including but not restricted to: acts of God, acts of public enemy, acts of Government, fires, floods, epidemics and quarantine restrictions. CONTRACTOR shall, within ten (10) calendar days of beginning of any such delay (unless DISTRICT grants in writing a further period of time to file such notice prior to date of final settlement of the Contract), notify DISTRICT in writing of causes of delay; thereupon DISTRICT shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The DISTRICT's finding of fact thereon shall be final and conclusive on the parties hereto. Extensions of time shall apply only to that portion of work affected by delay, and shall not apply to other portions of work not so affected.

Article 41. PAYMENTS

A. Payments will be made per District Site, if applicable. As each DISTRICT Site is completed, contractor shall invoice an amount equal to ninety percent (90%) of the Contract total for that site to the DISTRICT'S Business Office. The invoice shall be paid after the DISTRICT'S Maintenance Supervisor approves the invoice. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or surety from any damages arising from such work or from enforcing each and every provision of this Contract, and DISTRICT shall have the right subsequently to correct any error made in any estimate for payment. CONTRACTOR shall not be entitled to have any payment estimates processed or be entitled to have any payment for work performed so long as any lawful or proper direction concerning work, or any portion thereof, given by DISTRICT shall remain uncompiled with.

B. Before payment is made hereunder, the DISTRICT will review the request for progress payment with DISTRICT and Inspector for verification that the work for which payment is requested has been performed in accordance with the Terms of the Contract.

C. Maintenance Supervisor shall sign the request for payment as verification that the work has been performed. It is understood that signature of the Maintenance Supervisor shall not be conclusive upon DISTRICT, but merely advisory.

D. Prior to final payment, CONTRACTOR and each SUBCONTRACTOR shall certify that the Project does not contain any asbestos containing materials.

E. After completion of the Work, CONTRACTOR shall make a demand for final payment. The demand for final payment shall identify all disputed and undisputed amounts due under the Contract and, all claims for compensation under or arising out of this Contract. The CONTRACTOR's negotiation of the payment of the final amount shall constitute a waiver of all amounts due under the Contract and all claims against DISTRICT under or arising out of this Contract except those identified by CONTRACTOR in writing, and unsettled before CONTRACTOR's negotiation of final payment. The final payment, if unencumbered, shall be made thirty-five (35) calendar days after recordation of the Notice of Completion by the County Registrar. Acceptance will be made only by action of DISTRICT's governing board.

F. No payment by DISTRICT hereunder shall be interpreted so as to imply that DISTRICT has inspected, approved, or accepted any part of the Work.

Article 42. PAYMENTS WITHHELD

A. In addition to amounts which DISTRICT may retain under the Article entitled "PAYMENTS," DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to CONTRACTOR, as in its judgment may be necessary to cover:

- (1) Payments which may be past due and payable for just claims against CONTRACTOR or any subcontractors, or against and about the performance of work on the Project under this Contract;
- (2) The cost of defective work that CONTRACTOR has not remedied;
- (3) Liquidated damages assessed against CONTRACTOR;
- (4) Penalties for violation of labor laws;
- (5) The cost of materials ordered by the DISTRICT pursuant to the Article entitled "MATERIALS AND WORK";

- (6) The cost of completion of this Contract if there exists a reasonable doubt that this Contract can be completed for the balance then unpaid to CONTRACTOR;
- (7) Site clean-up as provided in Article entitled "CLEANING UP";
- (8) Amount necessary to satisfy any and all liens against DISTRICT. CONTRACTOR shall provide release of all liens prior to final payment;
- (9) Damages to another contractor;
- (10) Payments to indemnify, defend, or hold harmless the DISTRICT; and
- (11) Any payments due to the DISTRICT including but not limited to payments for failed tests, utilities or imperfections.

B. If the CONTRACTOR, at its own expense, removes the reason for withholding, then payment shall be made for amount withheld.

C. DISTRICT may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, DISTRICT shall make such payments on behalf of CONTRACTOR. If any payment is so made by DISTRICT, then such amount shall be considered as a payment made under Contract by DISTRICT to CONTRACTOR and DISTRICT shall not be liable to CONTRACTOR for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. DISTRICT will render CONTRACTOR an accounting of such funds disbursed on behalf of CONTRACTOR.

D. As an alternative to payment of such claims or obligations, DISTRICT, in its sole discretion, may reduce the total Contract price as provided in the Article entitled "ADJUSTMENTS TO CONTRACT PRICE."

E. Payment by the DISTRICT shall be without prejudice to any other action by the DISTRICT to recover damages.

Article 43. EXCISE TAXES

If under Federal Excise Tax Law any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, DISTRICT, upon request, will execute documents necessary to show (1) that DISTRICT is a political subdivision of the State for the purposes of such exemption and (2) that the sale is for the exclusive use of DISTRICT. No Federal Excise Tax for such materials shall be included in any bid price.

Article 44. TAXES

Bid price is to include any and all applicable sales taxes or other taxes that may be due in accordance with Section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax codes that may be applicable.

Article 45. NO ASSIGNMENT

CONTRACTOR shall not assign this Contract or any part thereof.

Article 46. NOTICE AND SERVICE THEREOF

Any notice from one party to the other or otherwise under Contract shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- A. If notice is given to DISTRICT, by personal delivery thereof to DISTRICT or by depositing same in United States mail, enclosed in a sealed envelope addressed to DISTRICT, and sent by registered or certified mail with postage prepaid;

B. If notice is given to CONTRACTOR by personal delivery thereof to said CONTRACTOR or to CONTRACTOR's superintendent at site of Project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said CONTRACTOR at its regular place of business or at such address as may have been established for the conduct of work under this Contract, and sent by registered or certified mail with postage prepaid;

C. If notice is given to surety or other person by personal delivery to such surety or other person or by depositing same in United States mail, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by surety or other person to party giving notice, and sent by registered or certified mail with postage prepaid.

Article 47. NO WAIVER

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

Article 48. HAZARDOUS MATERIALS

In the event the CONTRACTOR encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the DISTRICT in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT and CONTRACTOR if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the DISTRICT and CONTRACTOR, or in accordance with final determination by DISTRICT.

Article 49. OWNER'S RIGHT TO CARRY OUT THE WORK

If CONTRACTOR defaults or neglects to carry out the work in accordance with the contract documents or fails to perform any provision of this Contract, the owner may, after ten (10) calendar days' written notice to CONTRACTOR and without prejudice to any other remedy he may have, made good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due CONTRACTOR the cost of correcting such deficiencies, including the cost of the Architect's additional service made necessary by such default, neglect or failure. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, then CONTRACTOR shall pay the difference to the DISTRICT within ten (10) calendar days.

Article 50. INDEMNIFICATION

A. The CONTRACTOR shall indemnify and hold harmless the DISTRICT, the DISTRICT's officers, agents, and employees, consultants and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

- (1) Liability for (a) death or bodily injury to persons; (b) damage or injury to, loss (including theft), or loss of use of, any property; (c) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (d) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.
- (2) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.
- (3) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any stop notice actions.

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

Article 51. NON-UTILIZATION OF ASBESTOS MATERIAL.

NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (1%) asbestos shall be defined as asbestos-containing material. All work or materials found to contain asbestos or work or material installed with asbestos-containing equipment will be immediately rejected and this work will be removed at no additional cost to the DISTRICT.

Article 52. LIEN RELEASES

CONTRACTOR shall, at its own cost, defend, indemnify and hold harmless the DISTRICT, its officers, agents, employees, assigns, and successors in interest, from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including attorney's fees and expenses, or any of them, arising from or attributable to a lien or stop notice filed and/or severed in connection with the work.

Article 53. LABOR COMPLIANCE PROGRAM

A. CONTRACTOR and Subcontractors shall not engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5, except under the limited circumstances set forth in Labor Code section 1771.1(a). This requirement shall apply to any contract for public work awarded on or after April 1, 2015. DISTRICT may not accept a bid or enter into a contract for a public works project with an unregistered contractor.

B. Pursuant to Labor Code section 1771.4, this Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR and each Subcontractor performing work on the Project shall be required to comply with the provisions of the California Labor Code, beginning with section 1720, and the regulations of the Department of Industrial Relations' Division of Labor Standards Enforcement (i.e., the Labor Commissioner), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll records, and the hiring of apprentices as appropriate. Unless otherwise specified, CONTRACTOR shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation. For all new public works projects awarded on or after April 1, 2015, CONTRACTOR and each Subcontractor shall be required to furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner at least monthly, or more frequently if specified in the Contract Documents, and in a format prescribed by the Labor Commissioner. This requirement shall apply to all projects, whether new or ongoing, on or after January 1, 2016.

C. CONTRACTOR shall be required to post a notice at the Project site in accordance with Title 8 of the California Code of Regulations, Section 16451.

D. CONTRACTOR shall facilitate DISTRICT's filing of PWC-100 with the Department of Industrial Relations within five (5) days of the award, pursuant to Labor Code section 1773.3.

VICTOR ELEMENTARY SCHOOL DISTRICT

BID # 24-005

EXTERIOR PAINTING AT RB21

**SPECIFICATIONS AND
DRAWINGS**

SCOPE OF WORK PAINTING PROJECT FOR DR.
RALPH BAKER 21ST CENTURY LEARNING
CENTER PROJECT BID #24-005

1. The scope of work for this project shall include the painting of the entire outside of the “School Site’s” buildings.
2. Do not paint any galvanized fencing or railing.
3. Will include all patching, caulking, and spackling.
4. Will include inside and outside of all the exterior doors and frames.
5. All spray work will need to be back-rolled.
6. All ramps on portables will have epoxy-type paint with non-skid material.
7. The contractor shall schedule inspections with the District’s project manager whenever one of the following conditions has been met:
 - a. Completion of service prep, scraping, patching, caulking, and spackling per specifications.
 - b. Completion of primer coats per specifications.
 - c. Completion of final paint coats per specifications.
8. Daily cleanup shall be performed (**District dumpsters are not to be used**).
9. All work shall be held to the specifications unless the district agrees in writing.
10. The contractor shall give the District all appropriate material labels and Safety Data Sheets (SDS)
11. **All work shall conform completely to the specifications provided in the contract.**

PAINT SPECIFICATION

Date: 1/19/2024

Project: Dr. Ralph H. Baker Elementary 21st Century Learning Center
15456 El Evado Rd.
Victorville, CA 92394

Owner/
Management
Company: Victor Elementary School District
Joe Pont
12219 2nd Ave
Victorville, CA 92395
760 559-3138
jpont@vesd.net

Architect: N/A

General
Contractor: N/A

Painting
Contractor: N/A

Prepared By:
Wanda Barragan
Architectural Services Representative
(909) 261-1289
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Dunn-Edwards Corporation
4885 E 52nd Place
Los Angeles, CA 90058

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PAINTING SPECIFICATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes surface preparation and the application of paint systems on
 - 1. Exterior substrates:
 - 2. The following Exterior substrates:
 - Portland cement plaster (stucco)
 - Aluminum (not anodized or otherwise coated)
 - Steel
 - Galvanized metal
 - Steel
 - Steel
 - Wood
 - Wood
- B. The location of the work to be performed is:
 - Dr. Ralph H. Baker Elementary 21st Century Learning Center
 - 15456 El Evado Rd.
 - Victorville, CA 92394

1.2 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 35 units at 85 degrees, according to ASTM D 523
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.
- H. EG: Ethylene Glycol. Ethylene glycol is listed as a hazardous air pollutant (HAP) by the U.S. EPA
- I. Blocking: Two painted surfaces sticking together such as a painted door sticking to a painted jamb.
- J. RAVOC: Reactivity adjusted VOC 'Reactivity' means the ability of a VOC to promote ozone formation.
- K. PDCA: Painting & Decorating Contractors of America www.pdca.org
- L. SSPC: Scopes of SSPC Surface Preparation Standards and Specifications. www.sspc.org
- M. Owner – usage of the term "Owner" shall be construed to mean the actual owner of the Property or a duly authorized representative of the owner.

- N. Property – usage of the term “Property” shall be construed to mean the property location identified in paragraph 1.1 B. 1. of this specification at which location the work shall be performed.
- O. Painting Contractor – usage of the term “Contractor” shall be construed to mean the 3rd party contractor performing the painting portion of the project.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, no smaller than 7 inches by 10 inches (177.8 mm by 254 mm) or larger than 8.5 inches by 11 inches (215.9 mm by 279.4 mm).
 - 2. Label each Sample for project, owner’s agent, general contractor, painting contractor, paint color name and number, paint brand name, 'P' number if applicable, and application area.
- D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas.
 - 2. VOC content.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials from the same product run that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Ten [10] percent, but not less than [1 gal. (3.8 L)] of each material and color applied.

1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Owner’s agent will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
 - b. Other Items: owner’s agent will designate items or areas required.
 - 2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by owner’s agent at a cost to be agreed upon by Contractor and Owner.
 - 3. Approval of mockups does not constitute approval of deviations from the paint systems indicated unless owner’s agent specifically approves such deviations in writing.

4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C) or more than 120 deg F (49 deg C).
 1. Maintain containers in clean condition, free of foreign materials and residue.
 2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

- A. Surfaces must be clean and moisture free. Prime and paint as soon as possible. Do not apply paints in snow, rain, fog, or mist. No painting shall be done immediately after rain or foggy weather or when the temperature is below 50 °F. Substrate temperature must be 5 °F or more above dew point temperature while painting and during the coating's cure time. Avoid painting surfaces while they are exposed to a full, hot sun.
- B. Painting contractor should follow proper painting practices and exercise judgment based on his or her experience and project specific conditions as to when to proceed.
- C. WIND VELOCITY: Excessive wind velocity can seriously impair spray application, resulting in significant material loss, low film build, excessive dry spray or overspray, plus the possibility of depositing airborne spray mist on unprotected surfaces downwind from the work. Some of these adverse effects can be compensated for by material and equipment adjustments if winds are not too high. Generally speaking, wind velocity 15 m.p.h. or higher can cause sufficient spray application problems, in which case suspending work until conditions improve should be considered.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide products manufactured or distributed by the Dunn-Edwards Corporation.

2.2 PAINT, GENERAL

- A. Material Compatibility:
 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content: Provide materials that comply with VOC limits of authorities having jurisdiction.
- C. Colorants: The use of colorants containing hazardous chemicals, such as ethylene glycol, is prohibited.
- D. Colors: As Selected by owner's agent from manufacturer's full range.

1. Where color is selected prior to bid submittal, Contractor shall bid [one (1)], [two (2)], or more finish coats, as appropriate to the color selected, and shall expressly state number of finish and prime coats and type (full or spot) of prime coat.
2. When the final color has not been selected prior to bid submittal, Contractor may need to bid additional coats when submitting their bid. The Owner should be aware that if a color is chosen following the bid process and the color is significantly different from original color, a change order for an additional finish coat might be required.

2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure.
 1. Owner may engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 2. Testing agency will perform tests for compliance with product requirements.
 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove non-complying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will comply with requirements to use compatible products and systems as described in Paragraph 2.2.A. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

Interior Substrates:

1. Concrete: 11 percent or less.
2. Masonry (Clay and CMU): 11 percent or less.
3. Wood: 8 percent or less.
4. Plaster: 5 percent or less.
5. Gypsum Board: 5 percent or less.

Exterior Substrates:

1. Concrete: 11 percent or less.

2. Masonry (Clay and CMU): 11 percent or less.
 3. Wood: 15 percent or less.
 4. Plaster: 5 percent or less.
- C. Portland Cement Plaster Substrates: Verify that plaster is fully cured, including pH testing to determine that alkalinity is within limits established by the manufacturer.
 - D. Interior and/or exterior Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
 - E. Concrete floors require a calcium chloride test to measure hydrostatic pressure. Consult floor coating manufacturer with test results prior to beginning surface preparation.
 - F. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
 - G. Proceed with coating application only after unsatisfactory conditions have been corrected.
 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions applicable to substrates and paint systems indicated.
- B. Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Always wear appropriate personal protective equipment during surface preparation, and finish cleanup of any residues by water-washing all surfaces. For more information, see Dunn-Edwards brochure on "Surface Preparation Safety" or call EPA's National Lead Information Hotline at 1-800-424-LEAD, or visit www.epa.gov/lead or www.epa.gov/asbestos, or contact your state or local Health Department.
- C. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- D. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 1. Remove incompatible primers and re-prime substrate with compatible primers or apply bond coat as required to produce paint systems indicated.
- E. Where mildew is present, remove mildew by scrubbing with a commercial mildew remover, or, with a solution of one (1) part household bleach mixed in three (3) parts water by volume. The solution should be left on the surface for a minimum of twenty (20) minutes, rinsed thoroughly with clean water to remove any residue, and then allowed to dry completely prior to application of patching/caulking/prime/finish coat systems.
- F. Moisture: All areas that may cause paint failure due to moisture shall be addressed and eliminated. This would include, but is not limited to:

1. Gutters and downspouts not working properly.
 2. Previous coats of paint not adhering properly.
 3. Wood checking (cracks and splits in wood).
 4. Deteriorated caulking.
 5. Gaps between substrates.
 6. Rotten wood.
 7. Areas affected by water splashing.
 8. Painting in inclement weather.
 9. Painting a substrate where residual moisture exceeds limits stated in 3.1.B.
 10. Un-caulked nail holes.
- G. Pressure washing and surface preparation methods
1. Pressure wash or water blast to remove oil, grease, dirt, loose mill scale, and loose paint at pressures of 2500-3500 p.s.i. at a flow of 3.0-3.5 gallons per minute. This is the recommended standard for optimal efficiency.
- H. Prior to application of prime/finish interior and/or exterior coat systems, provide a clean, sound surface free of dust, dirt contaminants, mildew and efflorescence by use of a power wash and hand scraping or use of mechanical grinders where necessary. Additionally, areas are to be scrubbed with a bristle brush to insure complete removal of any residual salts. Remove all labels, stickers, price tags, etc. from surfaces before priming. Wood areas stamped with ink codes must be spot primed with blocking primers. Power wash areas to be coated to ensure that new salt deposits do not occur. Failure to do so may cause adhesion issues or result in delamination and invalidate any manufacturer warranty given or implied. After cleaning if there is still chalk evident, this condition must be brought to the owner's attention in writing before any further work is done.
- I. Cementitious Substrates: (concrete, stucco, masonry) Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
1. Wire brush all loose and peeling paint and dust all surfaces before spot priming or applying finish coats. Industry standards apply to applications of cracks, voids, and repairs. Any areas of repair shall be patched and dried before coatings are applied. Cracks should be repaired as follows: 1. Cracks less than ¼" wide should be filled using Dunn-Edwards Brush Grade Elastomeric Patch. 2. Cracks wider than ¼" should be cut and scraped to a "V" shape and filled with Dunn-Edwards Trowel Grade Elastomeric Patch. Large cracks and holes may require repeated applications of patching materials to bring flush with adjacent substrate. Feather-in all repairs and caulking to blend with adjacent substrate.
 2. Large holes in stucco / plaster/ concrete will be patched with Rapid Set Premium Stucco Patch or Rapid Set Wunderfixx Concrete Patching Compound in appropriate texture to blend with existing texture. Allow stucco patch to cure to acceptable pH level (10) prior to application of prime/finish coat systems. Caulk large cracks in

- stucco / plaster/ cement with GE-Life Time 920.
3. Spot prime over all patched areas, cracks, and holes then use an appropriate topping material to match existing surface level and texture.
- J. All Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing.
- a. a. SSPC-SP 1, "Solvent Cleaning."
 - b. b. SSPC-SP 2, "Hand Tool Cleaning."
 - c. c. SSPC-SP 3, "Power Tool Cleaning."
1. All ferrous metals should be thoroughly cleaned and all loose rust or mill scale be removed by wire brush, scraper and/or power tool, such as an electric drill with a wire brush attachment. Any rust spots or bare metal should receive the appropriate prime coat. Rust inhibited primer to be applied on all properly prepared surfaces where rust is evident. Any hard, glossy surfaces should be dulled. Previously painted ferrous metal in sound condition should be washed down with a strong detergent-type cleaner such as Krud-Kutter or Simple Green.
 2. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
 3. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
 - a. All galvanized gutters and flashing should be thoroughly cleaned to remove loose and peeling paint.
 - b. Any bare galvanized metal should be wiped down with a non-petroleum solvent cleaner.
 - c. Prime bare metal with the specified galvanized metal primer.
 - d. Any rust on galvanized metal must be removed. Clean to bare metal and apply a rust inhibitive primer.
 4. Aluminum Substrates: Remove loose surface oxidation.
- K. Wood Substrates:
1. All deteriorated or delaminated substrates (i.e. wood, hardboard siding, T1-11) shall be replaced. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for interior and/or exterior use in paint system indicated.
 2. Sand and dust surfaces that will be exposed to view.
 3. Prime edges, ends, faces, undersides, and backsides of wood.
 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
 5. Spot prime all patched and filled areas as well as any new wood with the appropriate primer or sealer as stated in the Finish Schedule.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations.
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. The number of coats scheduled is the minimum number of coats required. Additional coat(s) shall be applied at no additional cost to the Owner, to completely hide base material, provide uniform color, and to produce satisfactory finish results.
 - 3. Apply coatings without thinning except as specifically required by label directions, or required by these specifications. In such cases, thinning shall be the minimum reduction permitted.
 - 4. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
 - 5. Paint both sides and edges of interior and/or exterior doors and entire exposed surface of interior and/or exterior door frames.
 - 6. Paint entire exposed surface of window frames and sashes.
 - 7. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
 - 8. Priming may not be required on items delivered with prime or shop coats, unless otherwise specified. Touch up prime coats applied by others as required ensuring an even primed surface before applying finish coat.
- B. Tint undercoats same color as topcoat, but tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
 - 1. Paint the following work where exposed to view:
 - a. Equipment, including panel boards.
 - b. Uninsulated metal piping.
 - c. Uninsulated plastic piping.
 - d. Pipe hangers and supports.
 - e. Metal conduit.
 - f. Plastic conduit.
 - g. Tanks that do not have factory-applied final finishes.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
 - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and

apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by owner's agent, and leave in an undamaged condition.
- D. At completion of activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 Exterior PAINTING SCHEDULE

- A. Prepare, paint and finish all surfaces specified and agreed upon.
- B. Provide paint finishes of even uniform color, free from cloudy or muddled appearance. Properly correct all non-complying work to the satisfaction of owner and owner's representative and the representative of the paint manufacturer.
- C. Paint application finish schedule:

Stucco, Tilt-up Concrete, Cinderblock

- First Coat: SUPER-LOC Premium, Interior/Exterior Masonry/Bonding Primer (SLPR00-2-WH)
- Second Coat: EVERSIELD, Exterior Eggshell Paint (EVSH30)
- Third Coat: EVERSIELD, Exterior Eggshell Paint (EVSH30)

SPECIAL NOTES AND INSTRUCTIONS:

- A. For bare surfaces, prime with SUPER-LOC Premium Masonry Primer/Sealer (SLPR00)

Aluminum Mullions, Awnings, Protable Metal Trim & Skirt, metal Speaker Screens, Fire Sprinkler Pipes, Downspouts, MPR/Auditorium Beams, Light Standards

- First Coat: SUPER-LOC Premium, Interior/Exterior Masonry/Bonding Primer (SLPR00-2-WH)
- Second Coat: ENDURA-COAT, Interior/Exterior Semi-Gloss Industrial Maintenance Coating (ENCT50)
- Third Coat: ENDURA-COAT, Interior/Exterior Semi-Gloss Industrial Maintenance Coating (ENCT50)

SPECIAL NOTES AND INSTRUCTIONS:

- A. HVAC Units (if previously painted only)

Entry Doors, Man Door-Medium Density Overlay (MOD), Wrought Iron Gates,
Wrought Iron Railings, Wrought Iron Fencing, Ballards, Fire Hydrants,
Canopy Support Poles, Bicycle Racks, Man Ladders

- First Coat: SUPER-LOC Premium, Interior/Exterior Masonry/Bonding Primer (SLPR00-2-WH)
Second Coat: ENDURA-COAT, Interior/Exterior Semi-Gloss Industrial Maintenance Coating (ENCT50)
Third Coat: ENDURA-COAT, Interior/Exterior Semi-Gloss Industrial Maintenance Coating (ENCT50)

Galvanized Trash Enclosures

- First Coat: SUPER-LOC Premium, Interior/Exterior Masonry/Bonding Primer (SLPR00-2-WH)
Second Coat: ENDURA-COAT, Interior/Exterior Semi-Gloss Industrial Maintenance Coating (ENCT50)
Third Coat: ENDURA-COAT, Interior/Exterior Semi-Gloss Industrial Maintenance Coating (ENCT50)

SPECIAL NOTES AND INSTRUCTIONS:

- A. Pre-Treat with SCME-01 Metal Clean & Etch

T1-11 Wood Paneling

- First Coat: ULTRA-GRIP Premium, Acrylic Multi Purpose Primer (UGPR00 Series)
Second Coat: EVERSIELD, Exterior Eggshell Paint (EVSH30)
Third Coat: EVERSIELD, Exterior Eggshell Paint (EVSH30)

Expansion Joints

- First Coat: SUPER-LOC Premium, Interior/Exterior Masonry/Bonding Primer (SLPR00-2-WH)
Second Coat: EVERSIELD, Exterior Eggshell Paint (EVSH30)
Third Coat: EVERSIELD, Exterior Eggshell Paint (EVSH30)

Metal Containers

- First Coat: SUPER-LOC Premium, Interior/Exterior Masonry/Bonding Primer (SLPR00-2-WH)
Second Coat: EVERSIELD, Exterior Eggshell Paint (EVSH30)
Third Coat: EVERSIELD, Exterior Eggshell Paint (EVSH30)

Modular Ramps, Ball Wall

- First Coat: Rust-Oleum Pouch & Floor Coating
Second Coat: Rust-Olem Pouch & Floor Coating

SPECIAL NOTES AND INSTRUCTIONS:

- A. You must use an Anti-Skid Texture product for all ramps.

For lead safety refer to 3.2 B. and Dunn-Edwards PDS sheets under Special Instructions.

END OF PAINTING SPECIFICATION

Dr. Ralph Baker 21st Century Learning Center

