LONG BEACH UNIFIED SCHOOL DISTRICT
Purchasing and Contracts Branch
2201 East Market Street
Long Beach, CA 90805
Phone: (562) 663-3005 Fax: (562) 634-5013

BID SCHEDULE NO. 10-1819

SOFTBALL FIELD FENCE NETTING AT LAKEWOOD HIGH SCHOOL

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JOB WALK DATE: APRIL 5, 2019
SEE THE SUPPLEMENTARY GENERAL CONDITIONS SECTION FOR MORE INFORMATION

IF YOU HAVE RECEIVED SPECIFICATIONS PLEASE BRING THEM TO THE JOB WALK
NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN that the Long Beach Unified School District of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive sealed bids prior to 2 p.m. on the 16th day of April, 2019 for the award of a contract for the following:

BID SCHEDULE NO. 10-1819

SOFTBALL FIELD FENCE NETTING AT LAKEWOOD HIGH SCHOOL

All bids shall be made on a form furnished by the District. Bids shall be received at the Purchasing and Contracts Branch at 2201 East Market Street, Long Beach, CA 90805 and shall be opened and publicly read aloud.

Each bid must conform and be responsive to the bid documents, copies of which are on file and may be obtained from the Purchasing and Contracts Branch at the address above. Each bid shall be accompanied by (1) the security referred to in the bid documents, (2) the list of proposed subcontractors, (3) Contractors Certificate Regarding Workers’ Compensation, and (4) the Noncollusion Affidavit.

Contractor or any subcontractor(s) shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of §4104 of the Public Contract Code, or engage in the performance of any contract for Public Work, as defined in the Labor Code unless currently registered and qualified to perform Public Work pursuant to Labor Code §1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by §7029.1 of the Business and Professions Code or by §10164 or §20103.5 of the Public Contract Code, provided the Contractor is registered to perform Public Work pursuant to §1725.5 at the time the contract is awarded.

The Contractor and all subcontractors shall furnish certified payroll records as required pursuant to Labor Code §1776 directly to the Labor Commissioner in accordance with Labor Code §1771.4 on at least a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE).

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification of type of work employed on the project.

LBUSD Std. Form
Revised 2015
Copies of rates schedules are on file, and are available upon request at the Maintenance Branch at 2425 Webster Avenue, Long Beach, CA 90810.

In accordance with §1173.2 of the California Labor Code, the Contractor shall post a copy of the determination of prevailing rate of wages at each job site.

The schedule of per diem wages is based upon a working day of eight (8) hours.

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

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

Each Bidder shall possess at the time this contract is awarded a classification C-13 Contractor’s license, pursuant to Public Contract Code §3300. The successful Bidder must maintain the license throughout the duration of this contract.

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

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

LONG BEACH UNIFIED SCHOOL DISTRICT
Los Angeles County, State of California
INFORMATION FOR BIDDERS

1. Preparation of Bid Form. The District invites bids on the form attached to be submitted at such time and place as is stated in the Notice to Contractor Calling for Bids. All blanks in the bid form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids shall be submitted in sealed envelopes bearing on the outside the name of the Bidder, Bidder’s address, and the name of the project for which the bid is submitted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

2. Bid Security. Each bid shall be accompanied by a certified or cashier’s check payable to the District or a satisfactory bid bond in favor of the District, executed by the Bidder as principal and a satisfactory Surety company as Surety, in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the Bidder shall execute the contract if it be awarded to him in conformity with the bid documents and shall provide the Surety bond or bonds as specified therein within ten (10) days after notification of the award of the contract to the Bidder.

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

4. Modifications. Changes in or additions to the bid form, recapitulations of the Work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the bid documents may result in the District’s rejection of the bid as not being responsive to the invitation to bid.

5. Erasures. The bid submitted must not contain any erasures, interlineations, correction tape/liquid or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the persons signing the bid.

6. Examination of Site and Bid 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 bid 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.

7. Withdrawal of Bids. Any Bidder may withdraw his bid either personally or by written request from an authorized officer or agent at any time prior to the scheduled closing time for the receipt of bids.
8. **Agreements and Bonds.** The Agreement form which the successful Bidder, as Contractor, will be required to execute, and the forms and amounts of Surety bonds which he will be required to furnish at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the Bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond is as specified in the Supplementary General Conditions. Payment and Performance bonds must be executed by an admitted Surety insurer as defined in Code of Civil Procedure §995.120.

9. **Specifications.** In case of conflict between the drawings and specifications, the specifications shall take precedence.

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 bid 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 bid documents will be made only by addendum duly issued and a copy of such addendum will be faxed or delivered to each person receiving a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents to any Bidder, and no Bidder is authorized to rely on any such unauthorized oral interpretation.

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

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 to the lowest responsible Bidder therefore.

13. **Alternates.** If alternate bids are called for on the Bid and Designation of Contractors Form, the contract will be awarded at the election of the governing board to the lowest responsive Bidder on the base bid and alternates as indicated in the bid advertisement. If no alternates were identified in the bid advertisement, then the contract will be awarded on base bid only.

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, his construction experience, and his organization and plant facilities available for the performance of the contract.
15. **Listing Subcontractors.** Each Bidder shall submit with his bid, on the form furnished, a list of the names, license numbers, scopes of Work, places of business, and Department of Industrial Relations (“DIR”) registration numbers 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 1 percent of the Bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code §4100, et seq.) Pursuant to Labor Code §1725.5, all subcontractors (of any tier) performing Work on this Project must be properly registered with DIR.

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

17. **Bid Deposit Return.** Deposits of three or more low Bidders, the number being at the discretion of the District, will be held for **sixty (60) days** or until posting by the successful Bidder(s) of the bonds and certificates of insurance required and return of executed copies of the appropriate agreement form, whichever first occurs, at which time the deposits will be returned.

18. **Forfeiture for Failure to Execute Contract.** In the event the Bidder to whom an award is made fails or refuses to execute the contract within ten (10) calendar days from the date of receiving notification that he is the Bidder to whom the contract is awarded, the District may declare the Bidder’s bid deposit or bond forfeited as damages caused by the failure of the Bidder to enter into the contract, and may award the Work to the next lowest Bidder, or may call for new bids.

19. **Nondiscrimination.** Contractor agrees to not discriminate on the basis of race, color, religion, sex, marital status, national origin, ancestry, familiar status, disability, sexual orientation, pregnancy or pregnancy related condition in its employment practices. This policy of affording equal employment opportunities to all persons is in keeping with provisions of state and federal laws and regulations. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code §12900, and Labor Code §1735. In addition, the Contractor agrees to require like compliance by any Subcontractors employed on the Work by him.

20. **Non-Collusion Declaration.** Bidders on all public works contracts are required to submit an Non-Collusion Declaration with their bid. This form is included with the bid package and must be signed under the penalty of perjury and dated. (Public Contract Code §7106, see page 12.)
21. DIR (Department of Industrial Relations) Registration of Contractor and Subcontractors. A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of § 4104 of the Public Contract Code, or engage in the performance of any contract for public Work, as defined in the Labor Code, unless currently registered and qualified to perform public Work pursuant to §1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by §7029.1 of the Business and Professions Code or by §§10164 or 2103.5 of the Public Contract Code, provided the Contractor is registered to perform public Work pursuant to §1725.5 at the time the contract is awarded.

This Project is a public works project as defined in Labor Code §1720. Each Contractor bidding on this Project and all Subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code §§1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code §1725.5 throughout the duration of the Project. For more information and up to date requirements, Contractors are recommended to periodically review the DIR’s website at www.dir.ca.gov. Contractor shall be solely responsible for ensuring compliance with Labor Code §1725.5 as well as any requirements implemented by DIR applicable to its services or its Subcontractors throughout the term of the Agreement and in no event shall Contractor be granted increased payment from the District or any time extension to complete the Project as a result of Contractor’s efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The Contractor and all Subcontractors shall furnish certified payroll records as required pursuant Labor Code §1776 directly to the Labor Commissioner in accordance with Labor Code §1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that Contractor is in violation of any of the requirements set forth in Labor Code §1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE).
BID FORM AND DESIGNATION OF CONTRACTORS

FOR

BID SCHEDULE NO. 10-1819

SOFTBALL FIELD FENCE NETTING AT LAKEWOOD HIGH SCHOOL

CONTRACTOR’S
LEGAL NAME: ______________________________________________________

STREET ADDRESS:     _______________________________________________

CITY, STATE, ZIP CODE:   ____________________________________________

TELEPHONE: (________) _____________________________________________

FAX:  (________) ____________________________________________________

E-MAIL:  ___________________________________________________________
TO: LONG BEACH UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "District":

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

BID SCHEDULE NO. 10-1819

SOFTBALL FIELD FENCE NETTING AT LAKEWOOD HIGH SCHOOL

all in strict conformity with the drawings and specifications and other contract documents, including addenda nos. _______, _______, _______, and _______, on file at the Purchasing & Contracts Branch for the amount as set forth below.

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

Total Price – Entire Job _________________________________________________
(WRITTEN IN WORDS)

____________________________________________________________________
(Dollars ($___________________)
(WRITTEN IN WORDS) (NUMERIC AMOUNT)

See Supplementary General Conditions ("Award") section for explanation of award.

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

3. The required bid security is hereto attached.

4. It is understood and agreed that if written notice of the acceptance of this bid is mailed, 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 will also furnish and deliver to the District the Performance Bond and Payment Bond as specified, all within ten (10) days after receipt of notification of award, and that the Work under the contract shall be commenced by the undersigned Bidder, if awarded the contract, on the date to be stated in the District’s notice to the Contractor to proceed, and shall be completed by the Contractor in the time specified in the bid documents.
5. All notices or other correspondence should be addressed to the undersigned at the address stated below.

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

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________

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

7. The undersigned holds a license Class ____________ License No._____________
And DIR Registration No._________________.

8. In the event the Bidder to whom Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the agreement form within ten (10) 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.

9. Pursuant to Government Code §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 §4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with §16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or service by the Bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the Bidder.

10. Designation of Subcontractors

a. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code §4100 et seq.) and any amendments thereof, each Bidder shall set forth below: (1) the name and the location of the place of business, and the California Contractor license number (CSLB#) of each Subcontractor who will perform Work or labor or render services to the prime Contractor in or about the construction of the Work or improvement to be performed under this contract in an amount in excess of one-half of one percent (.5%) of the prime Contractor’s total bid, and (2) the portion of the Work which will be done by each Subcontractor under this act. The prime Contractor shall list only one Subcontractor for each portion as is defined by the prime Contractor in this bid.
b. If a prime Contractor fails to specify a Subcontractor or if a prime Contractor specifies more than one Subcontractor for the same portion of Work to be performed under the contract in excess of one-half of one percent (.5%) of the prime Contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

c. No prime Contractor whose bid is accepted shall (1) substitute any Subcontractor, (2) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original Subcontractor listed in the original bid, or (3) sublet or subcontract any portion of the Work in excess of one-half of one percent (.5%) of the prime Contractor's total bid as to which his original bid did not designate a Subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the Work in excess of one-half of one percent (.5%) of the prime Contractor’s total bid as to which no Subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract, setting forth the facts constituting the emergency or necessity.

d. All Subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code §1725.5 and §1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code §1725.5 throughout the duration of the project.
# List of Subcontractors

<table>
<thead>
<tr>
<th>Portion of Work (Trade)</th>
<th>Subcontractor Name</th>
<th>Location of Business (City, State)</th>
<th>Contractor License Number</th>
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PLEASE NOTE: If you are not using any subcontractors please write “NONE” across the above chart.
NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of authorized officers or agents and the document shall bear the corporate seal; if Bidder is partnership, the true name of the firm shall be set forth 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 below.

Contractor’s Legal Name: ______________________________________________________

(Signature)

(Print)

(Date)

THE INFORMATION BELOW ONLY NEEDS TO BE FILLED OUT IF IT IS DIFFERENT FROM PAGE 7:

Street Address: ________________________________________________________________

City, State, Zip Code: __________________________________________________________

Telephone: (_______)________________________

Fax: (_______)______________________________

E-Mail: ___________________________________________
CONTRACTOR’S CERTIFICATE REGARDING WORKERS’ COMPENSATION


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

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

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

(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against Workers’ Compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer Workers’ Compensation claims properly, and to pay Workers’ Compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against Workers’ Compensation claims. The certificate shall be issued and be subject to the provisions of §3702.

For purposes of this section, "state" shall include the superior courts of California.”

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

(Signature)

(Print)

(Date)

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

The undersigned declares:

I am the ______________________ of ________________________, the party making the forgoing bid.

(Title)                       (Name of Company)

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ________ at __________, __________________, (Date) (City) (State).

(Signature)

(Print)
BID FORM AND DESIGNATION OF CONTRACTORS
(Cont’d)

BID BOND

(Name of Principal) of ____________________________________________
City of ___________________________ State of __________________________

(Address)

(City) (State)

As Principal and, ____________________________________________

(Name of Surety Company)

a corporation organized and existing under the laws of the State of _________________

(State)

legally doing business in California as an admitted Surety insurer at _________________

(Address)

City of ___________________________ , State of California, as Surety, are indebted to the

(City)

LONG BEACH UNIFIED SCHOOL DISTRICT in the amount of ______ Percent ______ %

(e.g., Ten)

of the TOTAL AMOUNT OF THE BID of the Principal submitted to the District for which
payment Principal and Surety bind ourselves, executors, successors, and assigns, jointly and
severally.

THE CONDITION OF THE OBLIGATION OF THIS BOND IS THAT THE PRINCIPAL has
submitted to the accompanying bid dated ________________________, ____________, for

(Month & Day) (Year)

(Title of Project)

NOW, THERFORE, if the Principal shall not withdraw said bid within the period specified
therein after the opening of the same, or, if no period be specified, within sixty (60) days after
said opening; and if the Principal is awarded the contract, and shall within the period specified
therefore, or, if no period is specified, within five (5) days after the prescribed forms are
presented to him for signature, enter into a written contract with the District, in accordance with
the bid as accepted and give bond with good and sufficient Surety or sureties, as may be
required, for the faithful performance and proper fulfillment of such contract and for the
payment for labor and materials used for the performance of the contract, or in the event of the
withdrawal of said bid within the period specified or the failure to enter into such contract and
give such bonds within the time specified, if the Principal shall pay the District the difference
between the amount specified in said bid and the amount for which the District may procure
the required Work and/or supplies, if the latter amount be in excess of the former, together with
all costs incurred by the District in again calling for bids, then the above obligation shall be void
and of no effect, otherwise to remain in full force.
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the Work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such a suit, including a reasonable attorney’s fee to be fixed by the court.

IN WITNESS WHEREOF this document has been duly executed by the Principal and Surety above-named on the _________________day of __________________, 20_____.

By:

(Corporate Seal)

Principal’s Signature

Typed or Printed Name

Principal’s Title

By:

Surety’s Signature

(Corporate Seal)

Typed or Printed Name

(Attached Attorney-in-Fact Certificate)

Title

Surety’s Name

Surety’s Address

Surety’s Phone Number
The following forms are samples of documents that will be required of the successful Bidder:

AGREEMENT

PERFORMANCE BOND

PAYMENT BOND (LABOR AND MATERIAL)
This AGREEMENT, made this day of , , in the County of Los Angeles, State of California, by and between the LONG BEACH UNIFIED SCHOOL DISTRICT, hereinafter called the “District”, and , hereinafter called the “Contractor”.

W I T N E S S E T H that the District and the Contractor, for the considerations stated herein, do mutually agree as follows:

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

PROJECT NAME:

BID SCHEDULE:

IT IS THE DUTY OF THE Contractor to complete the Work covered by this contract in exact accordance with the approved plans, specifications and other contract documents as specified in Article 6 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, the Division of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents. Such protest shall not be effective unless reduced to writing and filed with the district office within three working days of the date of occurrence of the act or omission preventing the Contractor from fully complying with the contract documents.

ARTICLE 2 - TIME FOR COMPLETION. The Work shall be commenced on the date stated in the District’s notice to proceed, as provided in section A of the Supplementary General Conditions and as specified therein shall be completed within ( ) calendar days from and after the date in such notice. Work not completed in conformance with the foregoing shall be subject to liquidated damages in the amount set forth in Section B of the Supplementary General Conditions.

ARTICLE 3 - PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the agreement, subject to any additions or deductions as provided in the documents, the sum of DOLLARS AND /100 ($ ).

ARTICLE 4 - HOLD HARMLESS AGREEMENT. The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above,
sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the Work called for in this Agreement, except for liability resulting from the sole negligence or willful conduct of the District, its officers, employees, agents or independent Contractors who are directly employed by the District; and

(b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the Work covered by this agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of any employed by the Contractor, either directly or by independent contract.

(c) The Contractor, at his own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 5 - PROVISIONS REQUIRED BY LAW. Each and every provision of law and clause required to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 6 - COMPONENT PARTS OF THIS AGREEMENT. This Agreement consists of the following documents, all of which are component parts of the Agreement as if herein set out in full or attached hereto:

Notice to Contractors Information for Bidders
Bid Form & Designation of Contractors, as accepted
List of Subcontractors
Agreement
Payment Bond (Labor and Material) - 100% of contracted amount
Performance Bond - 100% of contracted amount
General Conditions and Special Conditions
Drawings
Addenda and Revisions

ARTICLE 7 - PREVAILING WAGES. 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 on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards
Enforcement (DLSE). Every Contractor and sub-contractor will be required to submit Certified Payroll Records to the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (§1720 et. seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 & 4 (§15000 et. seq.)

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

IN WITNESS WHEREOF, this Agreement has been duly executed by the below-named parties.

DISTRICT:

LONG BEACH UNIFIED SCHOOL DISTRICT
OF LOS ANGELES COUNTY

By: ________________________________

Ron Hoppe
Director
Date: ________________________________

CONTRACTOR:

By: ________________________________

Print Name: ________________________________

Title: ________________________________

Date: ________________________________

Address: ________________________________

______________________________

License No: ________________________________

Phone: (____) ________________________________

Fax: (____) ________________________________

Email: ________________________________

Federal Tax ID: ________________________________

Authorized Officers or Agents
PERFORMANCE BOND

WHEREAS, the LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY, "hereinafter referred to as District", has awarded ____________, hereinafter designated as the "Principal", a contract for the Work described as follows:

PROJECT NAME:

BID SCHEDULE:

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

NOW THEREFORE, WE, the Principal and ________________________________,

doing business in California, as an admitted Surety located

at____________________________ _____________________________, City of _________________________, State of California,

as Surety, are indebted to the District in the sum of DOLLARS AND 0/100 ($ 0 ), for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

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

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

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including reasonable attorney fees to be fixed by the court.
IN WITNESS WHEREOF, this document has been duly executed by the Principal and Surety, named, on the _________ day of ______________________, 20_____.

Principal:
Corporate Seal of Principal if Corporation _____________________________Principal

By: ______________________________
Print Name: _______________________
Title: ____________________________

Surety: __________________________
By: ______________________________
Title: ____________________________
Telephone: _______________________

Attach Attorney-in-Fact Certificate and Required Acknowledgment
PAYMENT BOND
(Labor and Material Bond)

KNOW ALL MEN BY THESE PRESENTS, that whereas, the LONG BEACH UNIFIED SCHOOL DISTRICT OF LOS ANGELES COUNTY has awarded to , hereinafter designed as the “Principal,” a contract for the Work described as follows:

PROJECT NAME:
BID SCHEDULE:

WHEREAS, said Principal is required by Division 4, Part VI, Title III, Chapter 5, (commencing at §9550) of the California Civil Code to furnish a Labor and Material Bond in connection with said contract:

NOW THEREFORE, WE, the PRINCIPAL and , doing business in California, as an admitted Surety located at , City of , State of California, as Surety, are indebted to the DISTRICT in the sum of AND /100 ($ ), for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any person or persons named in California Civil Code §9100 or amounts due under the Unemployment Insurance Code, with respect to Work or labor performed under the contract or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of the Contractor and subcontractors pursuant to §13020 of the Unemployment Insurance Code, with respect to such Work and labor that the sureties will pay for the same, in case suit is brought upon this bond reasonable attorney’s fees, as shall be fixed by the court as provided in California Civil Code §9550 et. seq.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under §9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder of the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the Work, or to the specifications.
IN WITNESS WHEREOF this document has been duly executed by the Principal and Surety, named, on the _________ day of ____________________, 20______.

**Principal:**  
Corporate Seal of Principal if Corporation ___________________________________Principal

By: __________________________________

Print Name: ___________________________

Title: ________________________________

Surety: _______________________________

By: __________________________________

Title: ________________________________

Telephone: ____________________________

Attach Attorney-in-Fact Certificate and Required Acknowledgment
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GENERAL CONDITIONS

Article 1. DEFINITIONS.

(a) The District, the Contractor, and the Architect are those named as such in the Contract Documents and are referred to as if each were of the singular and masculine gender.

(b) Subcontractor, as used herein, includes those having direct contact with Contractor and one who furnishes material worked to a special design according to plans and specifications of this Work but does not include one who merely furnishes material not so worked.

(c) Worker includes laborer, worker, or mechanic.

(d) Locality in which the Work is performed means the county in which the public Work is done.

(e) Surety is the firm or corporation that executes as Surety the Contractor’s Performance Bond and Payment Bond. Surety must be an admitted Surety insurer pursuant to code of Civil Procedure §995.120.

(f) Provide shall include “provide complete in place,” that is, “furnish and install.”

(g) As shown as indicated as detailed, refer to drawings accompanying this specification.

(h) The term “Work” means labor and materials, or both, incorporated in, or to be incorporated in the construction covered by the Contract Documents. Unless otherwise specified, the terms “approved”, “directed”, “satisfactory”, “accepted”, “acceptable”, “proper”, “required”, “necessary”, and “equal”, mean as approved, directed, satisfactory, accepted, proper, required, necessary and equal, in the opinion of the Architect.

The letters “ASTM” means the “American Society for Testing and Materials” and the latest edition shall apply for the respective specification designations.

Article 2. DRAWINGS AND SPECIFICATIONS.

Contract Documents are complementary, and what is called for by one document shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Work. Materials or Work described in words which so applied have a well known technical or trade meaning shall be deemed to refer to such recognized standards.

Interpretations. Figured dimensions on drawings shall govern, but Work not dimensioned shall be as directed. Work not particularly shown or specified shall be same as similar parts that are shown or specified. Large-scale drawings shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures. Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, he shall promptly notify the architect in writing and any necessary changes shall be adjusted as provided in contract for changes in Work.

Misunderstanding of drawings and specifications shall be clarified by the Architect, whose decision shall be final.
Standards Rules and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.

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

Trade Name or Trade Term. It is not the intention of said documents to go into detailed descriptions of any materials and/or methods commonly known to the trade under “trade name” or “trade term”. The mere mention of notation of such “trade name” or “trade term” shall be considered a sufficient notice to Contractor that he will be required to complete the Work so named with all its appurtenances according to the best practices of the trade.

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

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

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

Article 3. COPIES FURNISHED.

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

Article 4. OWNERSHIP OF DRAWINGS.

All drawings, specifications, and copies thereof furnished by the District are its property. They are not to be used on other Work and with exception of signed contract sets are to be returned to it at completion of Work.
Article 5. DETAIL DRAWINGS AND INSTRUCTIONS.

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

(b) Work shall be executed in conformity therewith and Contractor shall do no Work without proper drawings and instructions.

(c) The Architect will furnish necessary additional details to more fully explain the Work, which details shall be considered as part of the contract Documents.

(d) Should any details be more elaborate, in the opinion of the Contractor, than scale drawings and specifications warrant, written notice thereof shall be given to the Architect with five (5) days of the receipt of same. In case no notice is given to the Architect within five (5) days, it will be assumed the details are reasonable development of the scale drawings. In case notice is given, then the claim will be considered, and if found justified, the Architect will either modify the drawings or shall recommend to District a change order for the extra Work performed.

(e) The Contractor shall keep on the Work site one legible copy of all approved drawings, setting plans, schedules and specifications. Said documents shall be available to the Architect and to his representatives and all constituted authorities having jurisdiction.

(f) All parts of the described and shown construction shall be of the best quality of their respective kinds and the Contractor is hereby advised to use all diligence to inform himself fully as to the required construction and finish, and in no case to proceed with the different parts of the Work without obtaining first from the Architect such directions and/or drawings as may be necessary for the proper performance of the Work.

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

Article 6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES.

Work shall not be commenced on or before the date stated in District’s notice to the Contractor to proceed and shall be completed by Contractor in the time specified in the Supplementary General Conditions. If the Work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Supplementary General Conditions for each calendar day of delay until Work is completed and accepted. Contractor and his Surety shall be liable for the amount thereof.
Article 6A. EXTENSION OF TIME.

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

Article 7. PROGRESS SCHEDULE.

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

Article 8. CONTRACT SECURITY.

Unless otherwise specified in the Supplementary General Conditions, Contractor shall furnish a Surety bond in an amount equal to 100 percent of the contract price as security for faithful performance of this contract and shall furnish a separate bond in an amount at least equal to 100 percent of the contract price as security for payment of persons performing labor and furnishing materials in connection with this contract.

Aforesaid bonds shall be in form set forth in these contract documents. Upon request of Contractor, District will consider and accept multiple sureties on such bonds. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure §995.120 shall be accepted.

Article 9. ASSIGNMENT.

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

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

Should a change be contemplated in the name or nature of the Contractor’s legal entity, the Contractor shall first notify the District in order that the proper steps may be taken to have the change reflected on the Agreement.
Article 11.  SEPARATE CONTRACTS.

The District reserves the right to let other contracts in connection with this Work. Contractor shall afford other Contractors reasonable opportunity for introduction and storage of their materials and execution of their Work and shall properly connect and coordinate this Work with theirs. If any part of Contractor’s Work depends for proper execution or results upon Work of any other Contractor, the Contractor shall inspect and promptly report to Architect any defects in such Work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute his acceptance of other Contractor’s Work as fit and proper for reception of his Work, except as to defects which may develop in other Contractor’s Work after execution of his Work.

To ensure proper execution of his subsequent Work, Contractor shall measure and inspect Work already in place and shall at once report to the Architect any discrepancy between executed Work and contract documents. Contractor shall ascertain to his own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by the District in prosecution of the project to the end that Contractor may perform this contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of project. Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on project. If simultaneous execution of any contract for the project is likely to cause interference with performance of some other contract or contracts, the District shall decide which Contractor shall continue or whether Work can be coordinated so that Contractors may proceed simultaneously. The District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts on the project, or caused by any decision or omission of the District respecting the order of precedence in performance of contracts.

Article 12.  DISTRICT’S RIGHT TO TERMINATE CONTRACT.

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

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

Article 13. GUARANTEE.

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

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

If, in the opinion of the District, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, or to prevent interruption of operations of the district, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the District’s requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the Contractor. Such action by the District will not relieve the Contractor of the guarantees provided in this article or elsewhere in this contract.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified, or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish the District all appropriate guarantee or warranty certificates upon completion of the project.

Article 14. NOTICE AND SERVICE THEREOF.

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

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

(c) If notice is given to Surety or other person, by personal delivery to such Surety or other person or by depositing same in United States mails, enclosed in a sealed envelope, addressed to such Surety or person at the address of such Surety or person last communicated by him to party giving notice, postage prepaid and certified.

Article 15. WORKERS.

(a) Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on project unfit persons or anyone not skilled in Work assigned to him.

(b) Any person in the employ of the Contractor, whom the District may deem incompetent or unfit, shall be dismissed from project, and shall not again be employed on it except with written consent of District.

Article 16. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.

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

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

Article 17. FIRE INSURANCE.

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

Article 18. PROOF OF CARRIAGE OF INSURANCE.

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

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

“This policy shall not be cancelled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than ten (10) days after date of mailing notice.”

(b) Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.
(c) Certificates of insurance shall clearly state that the District is named as an additional insured under the policy described and that such insurance policy shall be primary to any insurance of self-insurance maintained by the District.

Article 19. LAWS AND REGULATIONS.

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

Article 20. PERMITS AND LICENSES.

Permits and licenses necessary for prosecution of Work shall be secured and paid for by Contractor, unless otherwise specified.

Article 20 (A). DIR REGISTRATION

Strict compliance with all DIR registration requirements in accordance with Labor Code §§1725.5 and 1771.1 is a material obligation of the Contractor and all of its subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by the Contractor and all of its subcontractors of any tier. The failure of the Contractor and all subcontractors of any tier to be properly registered with DIR at all times during performance of the Work is a material breach of the Contract and subject to termination for cause.

An affirmative and ongoing obligation of the Contractor under the Contract documents is the verification that all subcontractors of any tier are at all times during performance of the Work are in full and strict compliance with the DIR registration requirements. The Contractor shall not permit or allow any subcontractor of any tier to perform any Work without the Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code §1771.1. Contractor or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

Article 21. EASEMENTS.

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

Article 22. SURVEYS.

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

Article 23. EXCISE TAXES.

If, under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or
local government for its exclusive use, the District, upon requires, will execute a certificate of
exemption which will certify (1) that the District is a political subdivision of the state for the purpose
of such exemption; and (2) that the sale is for the exclusive use of the District. No excise tax for
such materials shall be included in any bid price.

Article 24. PATENTS, ROYALTIES, AND INDEMNITIES.

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

Article 25. SHOP DRAWINGS.

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

Article 26. SAMPLES.

Contractor shall furnish for approval, within thirty-five (35) days following award of contract, all
samples as required in specifications together with catalogs and supporting data required by
Architect. This provision shall not authorize any extension of time for performance of this contract.
Architect will check and approve such samples, within ten (10) working days from receipt of same,
only for conformance with design concept of Work and for compliance with information given in
contract documents. Work shall be in accordance with approved samples.

Unless specified otherwise, sampling, preparation of samples and tests shall be in accordance with
the latest standards of the American Society of Testing and Materials.

Samples of materials and/or articles shall, upon demand, be submitted for tests or examinations
and consideration before incorporation of same in Work is started. Contractor shall be solely
responsible for delays due to samples not being submitted in time to allow for proper time to make
tests. Acceptance or rejection will be expressed in writing. Materials furnished must be equal to
approved samples in every respect. Samples which are of value after testing will remain the
property of the Contractor.
Article 27. COST BREAKDOWN AND PERIODICAL ESTIMATES.

Contractor shall furnish on forms approved by District:

(a) Within ten (10) days of award of contract a detailed estimate giving complete breakdown of contract price; and

(b) A periodic itemized estimate of Work done for purpose of making partial payments thereon.

(c) Within ten (10) days of request by District, a schedule of estimated monthly payments which shall be due him under the contract.

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

Article 28. PAYMENTS.

Each month within fifteen (15) days after receipt of the approved periodic estimate for partial payment, there shall be paid to Contractor a sum equal to ninety-five percent (95%) of value of the Work performed up to the last day of the previous month, less the aggregate of previous payments. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth (5th) day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such Work or from enforcing each and every provision of this contract, and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for Work performed so long as any lawful or proper direction concerning Work or any portion thereof given by the District or Architect shall remain uncomplied with.

The final payment of five percent (5%) of the value of Work done under this contract, if unencumbered, shall be made thirty-five (35) days after acceptance of Work by District. Acceptance will be made only by an action of the governing board or by an administrator of the district specifically authorized by the board, in a public meeting thereof, to accept the Work under this contract as complete.

Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract. At any time after fifty percent (50%) of the Work has been completed, if the District, by action of its governing body, finds that satisfactory progress is being made, District may make any of the remaining payments in full for actual Work completed or may withhold any amount up to five percent (5%) thereof as District may find appropriate based on the Contractor’s progress.

The title to new materials and/or equipment for the Work of this contract and attendant liability for its protection and safety, shall remain with the Contractor until incorporated in the Work of this contract and accepted by the District; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work of this contract; and Contractor shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the District or its authorized representative.
Before payment is made hereunder, a certificate in writing shall be obtained from the Architect stating that the Work for which the payment is demanded has been performed in accordance with the terms of the contract and that the amount stated in the certificate is due under the terms of the contract, which certificate shall be attached to and made a part of the claim made and filed with the district, provided that if the Architect shall, within three (3) days after written demand therefor, fail to deliver such certificate to the District, the Contractor may file his claim with the District without said certificate, but together with such claim shall be filed a statement that demand was made for such certificate and that the same was refused. Thereupon, the District will either allow said claim as presented or shall, by an order entered on the minutes of the governing board of the District state the reasons for refusing to allow said claim. It is understood, moreover, that the certificate of the Architect shall not be conclusive upon the District, but advisory merely, and that the payments herein provided for shall only be made when in fact such Work has been performed in accordance with this contract.

Article 29. SUBSTITUTED SECURITY.

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

Securities eligible for investment under this section shall include those listed in Government Code §16430, bank of savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the District.

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

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

Article 30. ACCEPTANCE OF COMPLETION.

District shall accept completion of the contract and have the Notice of Completion recorded only when the entire Work (except for minor corrective items as distinguished from incomplete items) shall have been completed to the satisfaction of the Architect, Business Manager and Inspector of the District.

If the Contractor fails to complete the minor corrective items prior to the expiration of the thirty-five (35) day period immediately following Acceptance of Completion, the District shall withhold from the final payment an amount equal to twice the estimated cost, as determined by the District, of each item until such time as the last of the items has been completed.

At the end of the 35-day period, if there are items remaining to be corrected, the District may request the Contractor in writing to make immediate correction of said items; and if the Contractor fails to make such correction within ten (10) days of the date of the written notice, the District may make the correction and deduct the costs from the amount withheld therefor.
Article 31.  PAYMENTS WITHHELD.

In addition to amounts which District may retain under article 28 entitled “Payments,” and article 30 entitled “Acceptance of Completion,” District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:

(a) Payments which may be past due and payable for just claims against Contractor or any subcontractors for labor or materials furnished in and about the performance of Work on the project under this contract.

(b) Defective Work not remedied.

(c) Failure of Contractor to make proper payments to his subcontractor or for material and labor.

(d) Completion of contract if there exists a reasonable doubt that contract can be completed for balance then unpaid.

(e) Damage to another Contractor.

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

District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall be deemed the agent of Contractor and any payment so made by District shall be considered as a payment made under contract by District to Contractor, and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

Article 32.  CHANGES AND EXTRA WORK.

Changes in Work.  The District, without invalidating the contract and as provided by law, may order extra Work or make changes by altering, adding to, or deducting from Work, the contract sum being adjusted accordingly. All such Work shall be executed under conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. Contractor shall increase the amounts of his payment and performance bonds in proportion to any increase in the contract price. In giving instructions, Architect shall have authority to make minor changes in Work, not involving change in cost, and not inconsistent with the purposes of the building. Otherwise, except in an emergency endangering life or property, no extra Work or change shall be made unless in pursuance of a written order from the District, and no claim for addition to contract sum shall be valid unless so ordered.

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

(a) By acceptance lump-sum proposal from Contractor;

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

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1. Material (attach itemized quantity and unit cost plus sales tax) ________ ________
2. Labor (attach itemized hours and rates) ________ ________
3. Subtotal ________ ________
4. Subcontractor’s overhead and profit not to exceed 15% of item 3 ________ ________
5. PL and PD, Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed 20% of Labor, Item 2 ________ ________
6. Subtotal ________ ________
7. General Contractor’s Overhead and Profit, not to exceed 15% of Item 6 ________ ________
8. Subtotal ________ ________
9. Bond Premium not to exceed 1% of Item 8 ________ ________
10. Total ________ ________

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates the District to pay additional compensation to the Contractor or to grant an extension of time for the completion of the contract, he shall notify the District in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor’s failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this article. If the Contractor is delayed in completing the Work by reason of any change made pursuant to this Article, the time for completion of the Work shall be extended by Change Order for a period commensurate with such delay. The Contractor shall not be subject to any claim for liquidated damages for this period of time, but the Contractor shall have no claim for any other compensation for any delay.

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

Article 33. RESOLUTION OF CONSTRUCTION CLAIMS.

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

Article 34. DEDUCTIONS FOR UNCORRECTED WORK.

If the District deems it inexpedient to correct Work injured or done not in accordance with contract, an equitable deduction from contract price shall be made therefor.
Article 35. PAYMENTS BY CONTRACTOR.

Contractor shall pay:

(a) For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered.

(b) For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at site of project and balance of cost thereof not later than the 30th day following completion of that part of Work in or on which such materials, tools, and equipment are incorporated or used; and

(c) To each of his subcontractors, not later than the 5th day following each payment to Contractor; the respective amounts allowed Contractor on account of Work performed by respective subcontractor to the extent of such subcontractor’s interest therein.

Article 36. CONTRACTOR’S SUPERVISION.

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

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

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

Article 37. WORKERS’ COMPENSATION INSURANCE.

The Contractor shall provide, during the life of this contract, workers’ compensation insurance for all of his employees engaged in Work under this contract, on or at the site of the project, and, in case any of his Work is sublet, the Contractor shall require the subcontractor similarly to provide workers’ compensation insurance for all the latter’s employees. Any class of employee or employees not covered by a subcontractor’s insurance shall be covered by the Contractor’s insurance. In case any class of employees engaged in Work under this contract, on or at the site of the project, is not protected under the Workers’ Compensation Statute, the Contractor shall provide or shall cause a subcontractor to provide adequate insurance coverage for the protection to such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers. Contractor is required to secure payment of compensation to his employees in accordance with the provisions of §3700 of the Labor Code.

Article 38. DOCUMENTS ON WORK SITE.
 Contractor shall keep one copy of all contract documents, including addenda, change orders, Title 24 of California Code of Regulations, and the Uniform Building Code, 1994 Edition (or later), with the State of California 1995 amendments (or later) which are part of contract documents, on the job at all times. Said documents shall be kept in good order and available to Architect and his representatives. Contractor shall be acquainted with and comply with the provisions of Title 24 as they relate to this project. (See particularly the Duties of Contractor, Title 24, California Code of Regulations §4-343.)

Article 39. UTILITIES.

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

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

Article 40. SANITARY FACILITIES.

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

Article 41. PROTECTION OF WORK AND PROPERTY.

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

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

Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property and structures, and to avoid damage thereto, and repair any damage thereto caused by construction operations.

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

- Enclose working areas with a substantial barricade, arrange Work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities, and perform Work that may interfere with school routine before or after school hours. (This subsection applies to new construction on existing sites.)

- Provide substantial barricades around any shrubs or trees indicated to be preserved.

- Deliver materials to building area over route designated by Architect.

- When directed by the District, take preventive measures to eliminate objectionable dust.

- Confine the apparatus, the storage of materials, and the operation of his workmen to limits indicated by law, ordinances, permits, or directions or Architect, and shall not unreasonably encumber premises with his material, and enforce all instructions of the District and Architect regarding signs, advertising fires, danger signals, barricades, and smoking, and require that all persons employed on project comply with all regulations while on construction site.

- Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer at no cost to the District.

Article 42. LAYOUT AND FIELD ENGINEERING.

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

Article 43. CUTTING AND PATCHING.

Contractor shall do all cutting, fitting, or patching of Work as required to make its several parts come together properly and fit it to receive or be received by Work of other Contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure, and he shall make good after them as Architect may direct.

All cost caused by defective or ill-timed Work shall be borne by party responsible therefor.

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

Article 44. CLEANING UP.

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this Work; debris under, in, or about the premises. Upon
completion of Work, he shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration; he shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planning trailer, and construction toilet and similar temporary facilities from site.

Article 45. CORRECTION OF WORK BEFORE FINAL PAYMENT.

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

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

Article 46. ACCESS TO WORK.

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

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

Article 47. OCCUPANCY.

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

Article 48. DISTRICT’S INSPECTOR.

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

All Work shall be under observation of said inspector. He shall have free access to any or all parts of Work at any time. Contractor shall furnish inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed, respecting progress and manner of Work and character of materials. Inspection of Work shall not relieve Contractor from any obligation to fulfill this contract. Inspector or Architect shall have authority to stop Work whenever provisions of the contract documents are not being complied with, and Contractor shall instruct his employees accordingly.
Article 49.  SUBSURFACE CONDITIONS.

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

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

(b) Subsurface or latent physical conditions at the site differing from those indicated.

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

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

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

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

Article 50.  TESTS AND INSPECTIONS.

If the contract, District’s instructions, laws, ordinances, or any public authority require any Work to be specially tested or approved, Contractor shall give notice in accordance with such authority of its readiness for observation or inspection at least two (2) working days prior to being tested or covered up. If inspection is by authority other than District, Contractor shall inform the District of the date fixed for such inspection. Required certificates of inspection shall be secured by Contractor. Observations by District shall be promptly made, and where practicable at source of supply. If any Work should be covered up without approval or consent of District, it must, if required by the District, be uncovered for examination and satisfactorily reconstructed at Contractor’s expense in compliance with the contract. Costs of tests, inspections and any materials found to be not in compliance with the contract shall be paid for by Contractor. Other costs for tests and inspection of materials shall be paid by the District.

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

Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or sampling of materials to be tested shall be selected by such laboratory or agency, or District’s representative, and not by Contractor.
Contractor shall notify District a sufficient time in advance of the manufacture of materials to be supplied by him under the contract, which must, by terms of contract, be tested in order that District may arrange for testing of same at the source of supply. Any materials shipped by Contractor from the source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in Work without prior approval of District and subsequent testing and inspection. Re-examination of questioned Work may be ordered by District, and if so ordered, Work must be uncovered by Contractor. If such Work be found in accordance with contract documents, District shall pay costs of reexamination and replacement. If such Work be found not in accordance with contract documents, Contractor shall pay such costs.

Article 51.  SOILS INVESTIGATION REPORT.

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

Article 52.  ARCHITECT’S STATUS.

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

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

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

Article 53.  ARCHITECT’S DECISION.

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

Article 54.  MATERIALS AND WORK.

Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within the specified time.
Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

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

No materials, supplies, or equipment for Work under this contract shall be purchased subject to any chattel mortgage, or under a conditional sale or other agreement by which an interest therein, or in any part thereof, is retained by seller or supplier. Contractor warrants good title to all material, supplies and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with all improvement sand appurtenances constructed or placed thereon by him, to district free from any claim, liens or charges. He further agrees that neither he nor any person, firm or corporation furnishing any materials or labor for any Work covered by this contract shall have any right to lien upon premises or any improvements or appurtenances thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise district as to owner thereof. Nothing contained in this article, however, shall defeat or impair right of persons furnishing material or labor under any bond given by Contractor for their protection, or any rights under any law permitting such persons to look to funds due Contractor in hands of District, and this provision shall be inserted in all subcontracts and material contracts, and notice of its provisions shall be given to all persons furnishing material for Work when no formal contract is entered into for such materials.

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

District reserves the right, for any neglect in not complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the Work may be completed at the specific date mentioned in the agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by the Contractor.

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

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

Article 55. SUBSTITUTIONS.

Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacture, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words “or equal,” and Contractor, may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process or article offered by Contractor is not, in opinion of Architect, substantially equal or better in every respect to that specified, then Contractor shall
furnish material, process or article specified. Burden of proof as to equality of any material, process or article rest with Contractor. Contractor shall submit request together with substantiating data for substitution of any “or equal” item within thirty-five (35) days after award of contract. Provision authorizing submission of “or equal” justification data shall not in any way authorize an extension of time for performance of this contract.

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

**Article 56. SUBCONTRACTING.**

(a) Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's Work. If Contractor shall subcontract any part of this contract, Contractor shall be as fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in contract documents shall create any contractual relations between any subcontractor and the District.

(b) District's consent to or approval of any subcontractor under this contract shall not in any way relieve Contractor of his obligations under this contract and no such consent or approval shall be deemed to waive any provisions of this contract.

(c) Substitution or addition of subcontractors shall be permitted only as authorized in the “Subletting and Subcontracting Fair Practices Act,” commencing at §4100 of the Public Contract Code.

(d) All Subcontractors shall be properly licensed by the California State Licensing Board. All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code §§1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code §1725.5 throughout the duration of the Project. No portion of the Work is permitted to be performed by a subcontractor of any tier unless the subcontractor is properly registered with DIR. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code§1771.1.

**Article 57. WAGE RATES.**

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

Per diem wages shall be deemed to include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in §1773.8 of the California Labor Code, apprenticeship or other training programs authorized by §3093 of the California Labor Code, and similar purposes when the term “per diem wages” is used herein.
If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the contract is to be performed, he shall make the change available to the District, but the change shall not affect the Request for bids or the contract subsequently awarded.

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

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

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

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

Article 58. RECORD OF WAGES PAID: INSPECTION.

Pursuant to §1776 of the labor code,

(a) Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, Work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public Work under this contract.

All payroll records as specified in Labor Code §1776 of the Contractor and all Subcontractors shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner.

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

(1) A certified copy of an employee’s payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the District,
the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof made: provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph 92), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

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

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

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

(f) In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of Twenty-Five Dollars ($25.00) to the District for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

(g) The responsibility for compliance with this Article shall rest upon the prime Contractor.

Article 59. HOURS OF WORK.

As provided in Article 3 (commencing at §810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's Work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract, upon the Work or upon any part of the Work contemplated by this contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions hereinafore set forth, Work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public Work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.
The Contractor shall pay to the District a penalty of Twenty-Five Dollars ($25.00) for each worker employed in the execution of this contract by the Contractor or by any subcontractor, for each calendar day during which such worker is required or permitted to Work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of Article 3, (commencing at §1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

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

Article 60. APPRENTICES.

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

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

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

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

(a) Unemployment for the previous three-month period exceeds an average of 15 percent (15%).

(b) The number of apprentices in training in such area exceeds a ratio of 1-to-5.

(c) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis, or on a local basis.

(d) Assignment of an apprentice to any Work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

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

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

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

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

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

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

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

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

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

Any funds withheld by the District pursuant to this Article and §17775 of the Labor Code shall be deposited in the General Fund of the District.

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

Article 61. ASSIGNMENT OF ANTITRUST CLAIMS.

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

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

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

Article 62. TERMINATION.

Notice of Intent to Terminate; Grounds for Termination. The District may, without prejudice to any other right or remedy, serve written notice upon the Contractor and its Surety of the District’s intention to terminate the Agreement, specifying the reasons for such intention to terminate, if any of the following conditions occur: (a) the Contractor refuses or fails to complete the Work or any separable part thereof with such diligence as will ensure its completion within the time specified or any extension thereof; (b) the Contractor fails to complete the Work within such time; (c) the Contractor files a petition for relief as a debtor; (d) the Contractor refuses or fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified; (e) the Contractor fails to make prompt payment to Subcontractors for materials or labor; (f) the Contractor disregards Applicable Laws or instructions of the District; (g) the Contractor or any of its Subcontractors is otherwise guilty of a violation of any provision of the Agreement.

Termination of Agreement. The Agreement will terminate ten (10) days after the District’s delivery to the Contractor of a notice pursuant to Article 62 above unless, within ten (10) days after the delivery of such notice, the condition specified in the notice as grounds for the termination shall cease or arrangements satisfactory to the District for the correction thereof are made. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished to District’s satisfaction.

Notice of Termination; Completion of Work by District or Surety. In the event of any termination under this Article 62, the District shall deliver written notice thereof to the Contractor and its Surety. The Surety shall thereafter have the right to take over and perform the Agreement, but only if both (a) the Surety delivers written notice, within seven (7) days after delivery of the District’s termination notice, of the Surety’s intention to take over and perform the Agreement, and (b) the Surety actually commences performance of the Agreement within fifteen (15) days after delivery of the District’s termination notice. If the Surety does not take over and perform the Agreement, then the District may take over the Work and prosecute same to completion by any method it may deem advisable for the account and at the expense of the Contractor, and the Contractor and its Surety shall be liable to the District for any excess cost or other damages incurred by the District thereby.
Payments Withheld. If the District terminates the Contract for one of the reasons stated in Article 62, the Contractor shall not be entitled to receive further payment until the Work is complete.

Termination for Convenience. 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 63. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

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

A. The Work shall commence on the date stated in the District's Notice to Proceed (NTP) to the Contractor (said date will not be more than ten (10) consecutive calendar days from and after the date of execution of the contract) and shall be completed within ninety (90) consecutive calendar days from and after the date stated in such notice. (See Article 2 of the Agreement and Article 6 of the General Conditions.)

B. The agreed liquidated damages provision established in Article 6 of the General Conditions is five hundred dollars and no/100 ($500.00) per day.

C. The number of copies of drawings and specifications to be furnished to Contractor free of charge, per Article 3 of General Conditions is one (1).

D. INSURANCE: As provided in the General Conditions, Contractor shall take out and maintain and shall require all subcontractors, if any whether primary or secondary, to take out and maintain:

General Liability: $1,000,000 per occurrence $2,000,000 aggregate limit for bodily injury, personal injury and property damage.

Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

Insurance Covering Special Hazards: Shall be covered by rider or riders to the above-mentioned general liability insurance policy or policies of insurance, or by special polices of insurance, as required by the District, in amounts as specified.

E. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is three (3).

F. BOND REQUIREMENTS:
1. Bidders Bond (Security) to be 10% of amount bid.
2. Payment Bond (Labor and Material) to be 100% of amount bid.
3. Performance Bond to be 100% of amount bid.

G. TOBACCO-FREE SCHOOLS
It is prohibited to use tobacco products at any time in district-owned or leased buildings, or on district property. Prohibited products include any product containing tobacco or nicotine, including, but not limited to cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, and nicotine delivery devices such as electronic cigarettes. Long Beach Unified School District Policy No. 3513.3.

H. JOB WALK:
Contractor(s) are to meet at the Purchasing and Contracts Branch:

1. LOCATION: 2201 E. Market St.
   Long Beach, CA 90805
2. DATE: April 5, 2019
3. TIME: 9:00 a.m.
I. CONTRACTOR RESPONSIBILITIES:
Contractor to be responsible for all measurements for any and all work requested in this bid.

J. HAZARDOUS MATERIALS:
In the event the Contractor encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by §25249.5 of the California Health and Safety Code, 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, whether or not such material was generated by the Contractor or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the District and the Contractor.

K. CONTRACTOR DOCUMENTS:
Successful Contractor shall not start work until all contract documents have been received by District, AND the Notice to Proceed has been issued. All agreements, bonds, and insurance certificates must be submitted to the District within ten (10) calendar days of written request.

L. FINGERPRINTING:
The District requires that the Contractor will be required to comply with Education Code Section 45125.2

M. AWARD:
The contract is to be awarded to the lowest responsible, responsive bidder.

N. BID INFORMATION:
All questions or other inquiries shall be submitted as a request for clarification concerning the RFB process or RFB Documents through the Planet Bids Online Vendor Portal. After registering for RFB 10-1819 and logging in, navigate to the Question and Answer Tab titled “Q & A” and submit questions by clicking the “Ask Question” button in the upper right hand portion of the page by Thursday, April 11, 2019, by 12:00 PM PDT. Only one (1) question per pop up window. FIRMS ARE DIRECTED NOT TO CONTACT ANY OTHER PERSON WITH INQUIRIES REGARDING THIS RFB. THE DISTRICT MAY RESPOND TO QUESTIONS PRESENTED VIA ADDENDA TO THIS RFB. COMMUNICATION WITH OR BY A FIRM IN VIOLATION OF THE FOREGOING MAY, IN DISTRICT’S SOLE AND ABSOLUTE DISCRETION, BE CAUSE FOR DISQUALIFICATION OF THAT FIRM.
GENERAL CONDITIONS (GC) SUPPLEMENT #1

Supplemental GCs are intended to complement other contract documents (In the case of conflict the higher-numbered GC will govern (GC, Supplemental 1, Supplemental 2, etc.)

1. Allowable work hours

"District Hours" are defined as 7:30am to 4:00pm, Monday through Friday during school, Saturdays, Sundays and holidays. However, the Contractors "allowable work hours" are restricted by this contract. The restriction on work hours applies to all onsite construction work, but does not apply to such things as deliveries, weekly meetings, site walks, etc. which can be performed during District hours but must be performed per all contract requirements.

- The Contractor is responsible to contact the City of Long Beach to verify allowable work hours for noise ordinance.
- The Contractor shall be responsible for providing all labor and equipment required for picking up materials at the District.
- The Contractor will be responsible for locking all doors, gates, windows and all other areas of the site upon its chosen departure each day, and/or latest by 15 minutes prior to the required departure time. LBUSD will arrange for alarm activation based on notification by the Contractor via departure from the site. Contractor may not perform any other work outside of the allowable work hours or outside of any other restrictions within the contract without LBUSD permission.
- The Contractor may establish a standard work week which includes Saturday. The work schedule must be submitted to the District within 48 hours after issuance of NTP.

2. All areas must be in a condition befitting school operation within the allowable work hours, which at a minimum is to be clean, safe and orderly including continuity of safety mechanisms while the work is being installed and as prescribed in the GC's and Supplemental GC's. All areas must also be in a condition befitting school operation outside allowable work hours, which at a minimum is to be clean, safe, orderly and void of any construction evidence other than safety mechanisms partitioning the installed works from school activity and as prescribed in the GC's and Supplemental GC's.

3. The Contractor is responsible for securing all work in all manners befitting the operation. For example, power isolation to the work area must be performed (insulation/isolation blankets applied for hot work, system discharge performed, etc.), safe work activities performed (confined space procedures, etc.), the work areas must be secured from student access (lock up of temporary fencing, etc.), interaction with campus activities must be coordinated (e.g. no vehicle movement when students are on campus out of the classroom), etc.

4. Contractor shall obtain all necessary fees and permits required for this project. Contractor is reminded that responsibility for all coordination and contractual arrangements are part of this contract.

5. An Inspector will be assigned to this project by Garland Company, Inc. Contractor must plan the work such that inspections will only be requested during the hours stated in paragraph “2” and shall provide 48-hour written notice to the District and the Inspector when requesting an inspection.
6. All communications shall be routed to the District's Project Manager who will be identified at the time of bid and will provide said information to the appropriate parties.

In addition, the Contractor shall use a Request For Information (RFI) at any time the scope of work is in question. RFIs shall be dated and numbered in numerical order and must be submitted by email and will be responded by email. E-mail communications will be used throughout the project. Contractor must have e-mail capability, must ensure e-mail is properly receiving transmissions, and must access emails on a daily basis at a minimum. Contractor shall not send communications by email requiring action more-urgently than daily access may allow. Contractor is responsible for confirmation of receipt by receiving party.

7. One electronic copy of the Contractor's project management program to meet LBUSD requirements must be provided within three (3) calendar days of Notice To Proceed (NTP) date including:

- Construction management program (including detailed construction scheduling, S-Curves, schedule of values, change management, cost control procedures,
- Subcontractor management, etc.) to meet the requirements of General Condition Supplement #2 at a minimum; quality management program (including quality assurance/quality control/improvement procedures, value enhancement, etc.) to meet the requirements of General Condition Supplement #2 at a minimum;
- Loss prevention program (including safety management, damage avoidance, etc.) to meet the requirements of General Condition Supplement #2 at a minimum.

Submittal of documents does not alleviate Contractor of responsibility for the work. Updates to be provided as necessary or as required by the LBUSD.

A mandatory preconstruction meeting will be held onsite or at the District Maintenance Branch prior to the NTP date.

Mandatory weekly construction progress meetings will also be held onsite throughout the duration of the contract as decided/scheduled at the preconstruction meeting. The Contractor's project, safety, and quality representatives will be required to attend each meeting. A second mandatory weekly, onsite meeting may also be held.

8. The Contractor will develop and produce a plan of inspection, including hold points, in conjunction with the District Inspector within three (3) calendar days of the Notice To Proceed (NTP). The plan of inspection is to be incorporated as an Inspection Schedule into the Construction Schedule and is to be updated throughout the project (See General Condition Supplement #2).

9. The Contractor must produce scaled Shop Drawings as part of the submittal process for all components being installed (including District provided components) based on a check of field conditions of existing components, including walls, obstructions, components such as electrical, civil, etc. and to meet the applicable codes, contract requirements, maintenance accessibility, and good practice. Engineer Shop Drawings will not be provided. The Contractor assumes all responsibility for checking, updating, adjusting, submitting, resubmitting, and completing the Shop Drawings. Shop Drawings shall show all components in plan and section at a minimum, fully dimensioned in the xyz quadrants for all components. All dimensions must be clear dimensions (e.g. clear distance between edges of components, etc.). Shop Drawings are to be
drawn to scale at a minimum of 1/8" = 1"-0". All Shop Drawings shall be provided as part of the
submittal process (dimensions that can only be ascertained during a power outage shall be
added and Drawings shall be provided within seven (7) calendar days after NTP).

It is expected that the Contractor will need to perform onsite investigations and exploratory work
to produce the scaled Shop Drawings and purchase the required components.

10. The Contractor must submit one electronic copy of a Procurement and Delivery Schedule within
seven (7) Calendar Days of Notice to Proceed. The Schedule is to show expected delivery date
for all items, and any long-term delivery items or any other items critical to the project schedule.
Procurement and Delivery Schedule must be incorporated in the Construction Schedule (See
General Condition Supplement #2).

11. The Contractor must submit one electronic copy of a Submittal Log within three (3) Calendar
Days of Notice to Proceed. Submittal Log shall include the project management program, plan
of inspection, and all other submittals required by the contract. All submittals must be submitted
in final form within seven (7) Calendar Days of the Notice To Proceed. No installation work may
begin until all submittals are submitted in final form (mobilization and demolition may occur).

12. The Contractor must plan the work to ensure the school / facility is not disrupted in any way.
Regular school / facility and other programs (including those on evenings and weekends) will be
occurring throughout this project, including activities that are not regularly scheduled.

13. Contractor shall coordinate all work with the school’s / facility’s staff schedule, including
custodial staff that performs upkeep and other school preparations throughout the year,
especially in the summer break period where custodians will be working in all Buildings for
resurfacing the floors.

14. Contractor will need to plan the work around the school’s / facility’s activities. In addition to all
other requirements for maintaining site cleanliness, the Contractor shall inspect all buildings
undergoing construction in conjunction with the District Inspector and take acceptance of the
buildings prior to beginning work. The Contractor must then ensure that the building is
maintained in that condition where work occurs and the building is released back to the District
in the condition it is received.

15. Contractor must coordinate with the work of other District’s contractors, Maintenance and other
activities at all times.

16. Contractor must ensure that safe access is maintained at all times, including providing path-of-
travel and phasing plans in accordance with activities at the school. No path-of-travel may be
reduced to less than 5’-0” wide of unencumbered, full-height, clear space. This requirement
supersedes allowances for such things as work areas.

17. Contractor shall take all precautions at all times to protect the public and property, including
locked barricades, dust control, traffic rerouting, work during non-LBUSD business hours, etc.
18. Contractor must inspect site and note any deficiencies, damage or other concerns within the twenty four (24) hour period prior to start of mobilization and advise the District. Contractor must also advise the District of any changes to the site condition. Otherwise, the Contractor accepts responsibility for the condition of the site.

19. Contractor must protect, temporarily relocate, return, and otherwise take responsibility for all District property that might be affected by the work, including louvers, doors, wall systems, gates, paving, etc. Contractor must accept responsibility for the site within twenty-four (24) hours of starting mobilization.

20. The Contractor will be allotted a 20'x 20' area to provide and maintain a compound secured by temporary fencing (fencing must be secured and must not pose any tripping or other hazards). The compound is to be kept clean and not pose a nuisance. The Contractor's compound is to be located per District's Representative’s and/or Inspector's direction. The Contractor's Compound will be the only area available to the Contractor other than those areas directly-related to the work. All work not directly-related to the work (such as pre-fabrication, storage, or other activities) shall otherwise be done in the compound or offsite. The Contractor must set up their compound immediately after the preconstruction meeting. As with all other work, the Contractor will be responsible for maintaining the area per the contract requirements, including returning all playgrounds paving and markings to the condition received.

Contractor will be issued one set of keys for the site. The Contractor may request keys for all areas where access is required. The Contractor must sign a Contractor Key Use Agreement for all keys issued by the District. Contractor's failure to return keys constitutes a basis for withholding payment (Contractor agrees to pay all costs for re-keying).

Contractor will be issued one set of identification badges for the site (all of the Contractor's employees, subcontractors, other representatives, etc. must wear a badge when on school property). The Contractor must specify the number of badges required and must maintain a log of badge recipients (badges cannot be transferred between recipients unless so logged).

Contractor must ensure it provides all traffic control, pedestrian protection, and all other precautions at all times for all access onto the site. Exit from the site after the finishing the facility’s operation must similarly be restricted.

END OF SUPPLEMENT #1
GENERAL CONDITIONS SUPPLEMENT #2

LBUSD REQUIREMENTS FOR SPECIFIC COMPONENTS OF CONTRACTORS' PROJECT MANAGEMENT PROGRAMS

The following conditions are to be included as a part of the Contractor's Project Management Program.

Baseline documents or updated documents shall only be incorporated into the Contract when all criteria of the Contract are satisfied. Nothing in these conditions shall relieve the Contractor of responsibility for the work.

PLANNING AND CONTROL (SCHEDULES, PROGRESS CURVES, LOGS, ETC.).

a) Construction Schedules and Construction Progress Curves

- The Contractor shall prepare and submit a Construction Schedule (Schedule) for the Work. The Schedule shall illustrate the planned, logical progression of construction activities and shall include all Work to be performed under this contract using a scheduling program such as Primavera P3 or P6, Suretrak or MS Project.

- The Contractor must submit a Submittal Log within three (3) calendar days of Notice To Proceed. Submittal Log shall include the project management program, plan of inspection, and all other submittals required by the contract. All submittals must be submitted in final form within seven (7) calendar days of Notice To Proceed. Submittal process must be incorporated in the Construction Schedule.

- The Contractor must submit a Request For Information (RFI) Log and a Change Order Request / Change Order (COR/CO) Log in MS Excel 2010 or earlier format within seven (7) calendar days of Notice To Proceed. The RFI Log shall include RFI number, description, contractor's submittal date, two blank columns for District use, and contractor's response receipt date. The COR/CO Log shall include COR/CO number, description, contractor's submittal date, two blank columns for District use, and contractor's response receipt date. Logs must be submitted at each weekly construction meeting or via fax to the PM at the time of the weekly meeting if no meeting is scheduled that week.

The Contractor shall at all times manage the Work in conformance with the Schedule. Failure of the Contractor to prosecute the Work in conformance with the Schedule may be considered as default of this Contract. The Contractor shall submit bi-weekly updates of the Schedule and Progress Curves during non-Shutdown mode (twice-weekly during Shutdown mode). Updates are expected to be submitted in the construction meetings. Updates shall indicate work completed to date and the Schedule shall be adjusted to reflect any change in the planned sequence of activities. In the event of delays, lags, or changes to the planned sequence of activities, the Contractor shall submit a revised Schedule and Progress Curves indicating proposed rescheduling of activities to achieve project completion by the Contract Completion Time.

Approvals of Applications for Payments, including Progress Payments, are conditional on production of updates. Copies of the most-recent updates performed during the payment period
must be included with each application. Applications will not be processed until updates for the payment period are performed in accordance with the conditions of this General Condition Supplement. All schedule updates must be accompanied by a fully-functional copy on CD.

b) Other Schedules

The Contractor shall submit and keep current a Schedule of Values that correlates with the activities of the Construction Schedule and progress curves, no later than five (5) calendar days after the NTP date. The Contractor shall submit and keep current a Schedule of Submittals which is to be coordinated with the Construction Schedule and progress curves. The Contractor shall submit and keep current a Procurement and Delivery Schedule that is to be incorporated into the Construction Schedule and progress curves. All major or time-critical equipment, materials, services, tests or other component that are to be purchased and incorporated into the Project shall be shown.

The Contractor shall submit and keep current an Inspection Schedule that is to be incorporated into the Construction Schedule. The Inspection Schedule shall be produced based on the Inspection Plan developed in conjunction with the District's Inspector and shall indicate all inspections that impact the flow of work.

c) Common Conditions

Revisions to the Construction, Submittal, Procurement or Inspection Schedules shall be coordinated between all schedules. The Contractor shall submit and keep current expediting plans for any project component whose scheduled delivery may be delayed. Addition or deletion of contract time shall be processed in accordance with General Condition. The Contractor shall submit supporting justification based on the Contract Construction Schedule, as updated at the time of occurrence of the delay or execution of the work related to any change in the scope of the work. The justification must include, but is not limited to, the duration of the activity relating to the changes in the work and logical ties to the Contract Schedule for the proposed changes and/or delay showing activity/activities in the Schedule whose start or completion dates are affected by the change and/or delay that affect the critical path. Effects on the critical path are to consider all contract conditions allowed the owner and the critical path is not to be based on any contractor resource-limitations.
QUALITY ASSURANCE AND QUALITY CONTROL- INSPECTION AND CONTROL OF WORK

The projects are to be delivered at a grade specified by the engineer and the installation is to be of a high quality (based on low-medium-high scale).

a) Quality Assurance and Quality Control

Quality Assurance (QA) and Quality Control (QC) are the responsibility of the Contractor. The Contractor's Quality Assurance (QA) shall consist of all necessary proactive procedures to assure that the quality of work and the completed project conforms to contract requirements in a manner that minimizes or eliminates issues such as rework or correction. The Contractor's Quality Control (QC) shall consist of all necessary inspection procedures to assure that the quality of work and the completed project conforms to contract requirements.

The Contractor shall make provisions such that the Owner can inspect QA/QC work in progress, including witnessing sampling and testing of materials. The Contractor's testing facilities and production plants and each location where testing is performed shall be accessible to the Engineer at all times.

b) Work Not Conforming to QA/QC

When work is not conforming to the QA/QC, the Contractor shall take immediate action to bring the work back into control. Except where the cause of the problem is readily apparent and corrected without delay, work shall be suspended until the source of the problem is determined and corrected. The District will utilize Correction Notices if correction is not performed. A written explanation of actions taken to correct control problems shall accompany the test data and be submitted to the Owner on the day the actions are taken. Correction Notices will be cancelled only upon satisfaction of the Contract Requirements. Time extensions will not be granted for correcting nonconforming work.

Repeated non-conformance shall be considered as evidence that required QA/QC is not being provided. When the Owner determines that operations are producing recurring defects that do not conform to the Contract and the QA/QC requirements, the Contractor will be notified that the present work is unacceptable. Work shall not continue until the Contractor has submitted a written proposal addressing corrective procedures that the Contractor shall take to prevent recurrence of the non-conforming work. The proposal shall be reviewed and responded in writing by the Owner before operations resume.

SAFETY OF PERSONS AND PROPERTY

a) The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. All work shall be performed in compliance with all applicable Federal, State and local laws, statutes, rules and regulations, including, but not limited to OSHA and EPA Standards. The contractor must take all precautions while on the school / facility property at all times (including erection of minimum 6’ high chain link fencing or similar barricades around any and all work areas, implementation of a safety program, providing a walking escort for
any vehicle (trucks, cars, forklifts, etc.) less that 5 ton GVW and two escorts for any larger vehicle, utilization of identification badges, sign in lists, no tobacco policy, etc.). The precautions are in effect at all times (including after hours, summer break, weekends, whether the campus is occupied or not by students, etc.)

b) The Contractor shall be totally responsible to take all precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: employees on the Work and other persons who may be affected thereby; the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

c) The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

d) The Contractor shall erect and maintain, as required by existing conditions and performance of the contract, safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

e) When use or storage of explosive, flammable or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. No such materials shall be brought onto the site without Owner's written approval.

f) The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner, Project Manager, or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

g) The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be safety and the prevention of accidents. This designated person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing by the Owner and / or Project Manager.

h) The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

END OF SUPPLEMENT #2
SITE SPECIFICATIONS

Softball Field Fence Netting at:
Lakewood High School

A. Scope of Work

INSTALL NEW 35’ FENCE NETTING, INCLUDING FOOTINGS, AND POLES

Contractor shall provide and install MBS-35, 35’ High Multi-Sport BallStopper System by Aluminum Athletic Equipment (AAE) or equal.

B. Scope of work notes:

1. Contractor is responsible for all removal/temporary relocation/demolition, of all items fastened or attached to the ground, posts, structures, and existing fences, which will be impacted by the scope of work. All removed/temporarily relocated items shall be installed back in their original condition and shall be fully functional. If applicable, the contractor shall properly protect all sensitive devices such as speakers, light fixtures, etc.

2. Contractors shall be responsible for all scaffolding, lifts, and fall protection, as necessary to perform the project safely.

3. All remaining existing posts, fences, ground, and structures shall be protected properly from any damage, scratches, and/or defects. Contractor will be responsible for all needed restoration and repairs in order to bring back the conditions to their original state if they are affected by the contractor’s performance. The contractor is strongly advised to document all existing conditions prior to starting any activity, and notify the District’s representative regarding any existing damage or defects immediately, by email (including photos).

6. All light fixtures, their hanging devices, light bulbs, wiring, and conduits shall be protected in place. The contractor will be responsible for replacing damaged and/or defected parts with new, if damage occurs because of the contractor’s performance.

7. All existing turf areas shall be protected by the contractor. The contractor shall be responsible to repair/restore damaged turf caused by contractor’s performance of this project.
SUMMARY OF SCOPE OF WORK

1. INSTALLATION OF FENCING, INCLUDING FOUNDATION STAKES, AND
   HINGES.

DRAWING LIST

<table>
<thead>
<tr>
<th>SHEET</th>
<th>DRAWING TITLE</th>
<th>SCALE</th>
<th>DRAWER</th>
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PROJECT SITE
MBS-35
35' High Multi-Sport BallStopper System
Specification
MBS-35 Specifications

Post Spacing Distance is not to Exceed Specification

Refer to Association Guidelines for Placement Distance

End Line

Field of Play

Field Hockey Goal shown as an example

Refer to Association Guidelines for Placement Distance

NOTE
MBS-35
Concrete Footing
Specification

Natural Grass Field
Footing Specification

Top of post sleeve
should be even
with soil.

Artificial Grass Field
Footing Specification

Top of post sleeve
should be even
with aggregate.

7'-0"
[84']
Hole
Depth

6'-0"
[72']
Sleeve
Length

6"
[15']
Hole
Diameter

5'-0" [60'] to
Stop Bolt

5'-0" [60'] to
Stop Bolt

Compacted Subgrade

Stabilized Subgrade

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Natural Grass Field & Turf Footing Specification

DRAWN BY:
N.R.
6/7/2016

NOTE:
**Consult Local Codes

100 Enterprise Drive, Newtown, PA 18940
Tel/Fax: (800) 962-4473, Phone: (215) 525-9945
www.aaee.com

Concrete Footing Specification

Note: Consult Local Codes

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AE-35 Specifications

MBS-35-C-003
Note: Hardware denoted with "A" is included in item #12 "tensioner kit".
## PARTS LIST

<table>
<thead>
<tr>
<th>Part List #</th>
<th>Item</th>
<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Post</td>
<td>35' MBS System Posts w/ Cap</td>
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<td>2</td>
<td>Ground Sleeve</td>
<td>78&quot; Length Ground Sleeve, w/ Stop Bolt</td>
<td>Ω</td>
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<tr>
<td>3</td>
<td>Hoist</td>
<td>Pre-assembled Hoist Rope/Pulley System</td>
<td>Ω</td>
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<td>4</td>
<td>Washer</td>
<td>5/16&quot; Flat Washer, SS</td>
<td>Ω</td>
</tr>
<tr>
<td>5</td>
<td>Hex Nut</td>
<td>5/16&quot; Hex Nut, Self Locking</td>
<td>Ω</td>
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<td>Cleat</td>
<td>Tapered Cleat, Galvanized Steel</td>
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<td>7</td>
<td>Bolt</td>
<td>1/4&quot;-20 x 5-1/2&quot; Hex Bolt, SS</td>
<td>Ω</td>
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<td>1/4&quot; Flat Washer, SS</td>
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<td>11</td>
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<td>8&quot; I.D. Securing Collar</td>
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<td>Ball Stopper Tensioner Kit</td>
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<td>1/4&quot; Pear Clip Snap, Plated</td>
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<tr>
<td>14</td>
<td></td>
<td>5/16&quot;-18 x 1-1/4&quot; Carriage Bolt, SS</td>
<td>π</td>
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<td>15</td>
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<td>5/16&quot; Flat Washer, SS</td>
<td>π</td>
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<td>16</td>
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<td>5/16&quot;-18, Self Locking Nut, SS</td>
<td>π</td>
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<tr>
<td>17</td>
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<td>8&quot; I.D. Securing Collar</td>
<td>λ</td>
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<td>18</td>
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<td>19</td>
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<td>21</td>
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<tr>
<td>22</td>
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<td>#AAE N361, 1-3/4&quot; sq. Mesh, Knotted Nylon</td>
<td>ψ</td>
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<tr>
<td>23</td>
<td>Snap</td>
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### OPTIONAL ACCESSORIES

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<th>Item</th>
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<tr>
<td>24</td>
<td>Debris Collar</td>
<td>Debris Collar, 6&quot; Diameter</td>
<td>Ω</td>
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*Qty of posts (will vary depending on length to system)*

\[
\Omega = \left( \frac{\text{# ft. per section}}{20 \text{ ft.}} \right) + 1
\]

\[
\Sigma = \left( \left( \frac{\text{# ft. per section}}{20 \text{ ft.}} \right) + 1 \right) \times 2
\]

\[
\Phi = \left( \frac{\text{# ft. per section}}{20 \text{ ft.}} \right) - 1
\]

\[
\Pi = \left( \frac{\text{# ft. per section}}{20 \text{ ft.}} \right) + 5
\]

\[
\Delta = 3 \text{ per section}
\]

\[
\lambda = 2 \text{ per section (additional hardware required for systems 15' tall and above)}
\]

\[
\Psi = \# \text{ ft. per section}
\]

\[
\gamma = \left( \text{# ft. net height} \right) \times 2
\]
**MBS-35**
**Assembly Instruction**
**Left End Post**

**Collar Orientation**

(Note: ONLY vertical cable collars should be turned away from netting)

**Installation Notes:**

1. **Lower Collars:** From bottom of pole slide the lower vertical cable collar, lower horizontal collar and debris ring (optional) into position. To allow proper insertion into ground sleeve, lower most collar should be 60" from end of post. Before securing collars into place make sure to rotate the lower vertical collar approx 40°. (refer to diagram)

2. **Cleat:** Is to be installed so that it is on backside of post, opposite net. Screws will be inserted through cleat and post and secured on net side using flat washers, Nylock hex-nuts and cap nuts. (refer to diagram)

3. **Mid Collar:** Note orientation of collar on post. From top of pole slide the open eyebolt collar into position (refer to diagram) and secure into place.

4. **Eyebolt:** Pulley system comes preassembled to eyebolt. Install washer onto eyebolt then insert eyebolt with washer through front side of hole at top of post. From opposite side secure eyebolt into place using a flatwasher and self-locking hex-nut. (refer to diagram)

5. **Upper Collar:** From top of pole slide the upper vertical cable collar into position (collar should rest on eyebolt washers). Before securing into place make sure to rotate the collar approx 40°. (refer to diagram)

6. Make sure warning labels are present on goal posts.

---

**Note:**
Post assembly should be done with post laying down on flat level surface.

---

**Diagram Details:**
- **Post Cap**
- Pre-installed
- **Upper Vertical Cable Collar**
- **Assembly**
  - (see collar orientation detail)
- **Net Pulley System**
- **Open Eyebolt Collar**
- **Detail**
- **Lower Vertical Cable Collar**
- **Assembly**
  - (see collar orientation detail)
- **Lower Horizontal Cable Collar**
- **w/ Tensioner Assembly**
- **Debris Ring**
  - (Optional)
  - if not present
  - Make sure lower collars are positioned accordingly.

---

**Contact Details:**
Aluminum Athletic Equipment
1000 Enterprise Drive, Royersford, PA 19468
Toll Free: (800) 823-6471 Phone: (610) 826-6666
www.aaesports.com
**MBS-35 Assembly Instruction Inner Post**

**Installation Notes:**

1. **Lower Collars:** From bottom of pole slide the lower horizontal collar and debris ring (*optional*) into position. To allow proper insertion into ground sleeve, lower most collar should be 60" from end of post. **Before securing collars into place verify correct orientation.** *(refer to diagram)*

2. **Cleat:** Is to be installed so that it is on backside of post, opposite net. Screws will be inserted through cleat and post and secured on net side using flat washers, self locking hex-nuts and cap nuts. *(refer to diagram)*

3. **Eyebolt:** Pulley system comes preassembled to eyebolt. Install washer onto eyebolt then insert eyebolt with washer through front side of hole at top of post. From opposite side secure eyebolt into place using a flatwasher and self-locking hex-nut. *(refer to diagram)*

4. **Upper Collar:** From top of pole slide the upper vertical cable collar into position (collar should rest on eyebolt washers). **Before securing collars into place verify correct orientation.** *(refer to diagram)*

5. Make sure warning labels are present on goal posts.

**Note:**

Post assembly should be done with post laying down on flat level surface.
MBS-35 Assembly Instruction
Right End Post

Installation Notes:
1. Lower Collars: From bottom of pole slide the lower vertical cable collar, lower horizontal collar and debris ring (optional) into position. To allow proper insertion into ground sleeve, lower most collar should be 60” from end of post. Before securing collars into place make sure to rotate the lower vertical collar approx 40°. (refer to diagram)

2. Cleat: Is to be installed so that it is on backside of post, opposite net. Screws will be inserted through cleat and post and secured on net side using flat washers, self locking hex-nuts and cap nuts. (refer to diagram)

3. Mid Collar: Note orientation of collar on post. From top of pole slide the open eyebolt collar into position, refer to dimension provided and secure into place.

4. Eyebolt: Pulley system comes preassembled to eyebolt. Install washer onto eyebolt then insert eyebolt with washer through front side of hole at top of post. From opposite side secure eyebolt into place using a flat washer and Nylock hex-nut. (refer to diagram)

5. Upper Collar: From top of pole slide the upper vertical cable collar into position (collar should rest on eyebolt washers). Before securing into place make sure to rotate the collar approx 40°. (refer to diagram)

6. Make sure warning labels are present on goal posts.
MBS-35
Assembly Instruction
Posts to Groundsleeve

Note: Height & number of inner posts may vary from what is shown.

Post / Groundsleeve Installation

Installation Notes:
1. View above is from net side of post (field of play).

2. Caution, slowly lower posts into sleeves. Dropping post into sleeve may result in damage to the stop bolt.

3. Make sure all posts are orientated correctly. Pulley system towards field of play and cleat away from field of play. All lower horizontal cable collars should face field of play.

4. Once posts are correctly orientated, make sure the lower collars are properly orientated and secure them into place.

MBS-35
Assembly Instruction
Posts to Groundsleeve

Note: Height & number of inner posts may vary from what is shown.

Net Hoist:
Orientation (all posts) towards field of play

Cleet:
Orientation (all posts) away from field of play

View from field of Play
Post will stop once it rests on stop bolt

After posts have been lowered into place, secure the lower collar(s) into place.

Post / Groundsleeve Installation

Post / Groundsleeve Installation (fully seated)
MBS-35
Assembly Instruction
Lower Horizontal Support Cable

Installation Notes:
1. Refer to collar assembly diagram for further detail on collar and cable assembly.

2. Install Crimped Cable End to Right End Post collar using an anchor shackle.

3. Route cable to Left End Post. Snap cable into Pear Clips of the Inner Posts along the way

4. Before assembling Clamped Cable Loop End, fully open the turnbuckle.

5. With anchor shackle and thimble inplace run cable thru the shackle as shown. Pull slack out of cable and mark vinyl sleeve approximately 4" from thimble end. Strip vinyl from mark location towards cable loop end.

6. With the slack still being pulled out of cable install and secure the cable clamps. The first clamp should butt up to the thimble, the second should be spaced approx. 1" on center from the first. Cable clamps must be gripping bare cable to ensure proper seating/grip.

Support Cable Vinyl Sleeve must be stripped from cable loop end prior to installing clamps.

Support Cable Vinyl Jacket

Clamped Loop End Detail

Aluminum Athletic Equipment
1000 Enterprise Drive, Royersford, PA 19468
Toll Free: (800) 623-6471 Phone: (610) 825-6666
www.aeesports.com
Installation Notes:
1. Lay net on ground across span of posts. Make sure net is centered across span of posts.
2. Using a Pear Clip Secure upper net corners to End Post Vertical Support Cables (as shown in Detail C)
3. Secure Brass Rings to top of net using Cable Clamp (as shown in Detail A). One ring and clamp per post and they should be centered as close as possible to its coinciding post.
4. After Brass Rings have been secured to net, clip ring into it’s posts hoist system Pear Clip (as shown in Detail B).
5. As net is being raised make sure to secure net sides to the vertical support cables using provided Pear Clips (refer to Detail C). Pear Clips should be spaced approx. 12” or 9 net squares.
6. Once net has been completed raise tied hoist ropes onto cleat.

Note: When raising net, it must be done in increments across the entire span.

Note: Hardware denoted with "B" is included in item #3 "Hoist Rope"
### ELEMENTARY SCHOOLS

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<tr>
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<td>428-0202</td>
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<td>100 E. 21st, Signal Hill, 90755</td>
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### AVALON (A1)

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<tr>
<td>P.O. Box 557, Avalon, Catalina Island, 90704</td>
<td>(310) 510-0790</td>
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### BARTON (I3)

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<td>2101 San Gabriel Ave., 90810</td>
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### EMERSON (F9)

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### HARTE (J4)

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### HENRY (H8)

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### HOLMES (I6)

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### LAFAYETTE (F2)

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### LINCOLN (D4)

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### LONGFELLOW (H3)

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### LOS CERRITOS (H5)

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### LOWELL (C7)

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### MacArthur (I8)

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### MADISON (J5)

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### MCKINLEY (L5)

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### OROPEZA (D3)

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