UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING
INFORMAL BIDDING
(PROJECT VALUE up to $60,000)

BIDDING AND CONTRACT DOCUMENTS

CENTER HIGH SCHOOL MODERNIZATION
PHASE 1 - EXTERIOR PAINTING
Bid No. 23-02

TABLE OF CONTENTS

NOTICE TO ALL QUALIFIED BIDDERS FOR: C-33 Painting and Decorating....3
INSTRUCTIONS FOR BIDDERS....6
BID PROPOSAL....9
ALTERNATE BID ITEMS PROPOSAL....12
NON-COLLUSION DECLARATION....13
DESIGNATION OF SUBCONTRACTORS....14
DESIGNATION OF SUBCONTRACTORS FORM....15
CONTRACT FOR LABOR AND MATERIALS....16
TERMS AND CONDITIONS OF CONTRACT FOR LABOR AND MATERIALS....19
SPECIAL CONDITIONS....26
PERFORMANCE BOND....27
CERTIFICATE OF WORKERS' COMPENSATION INSURANCE....31
DRUG-FREE WORKPLACE CERTIFICATION....32
GUARANTEE....33
CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS....34
ATTACHMENT 1 - Technical Specifications & Drawings....36

NOTICE TO ALL QUALIFIED BIDDERS FOR: C-33 Painting and Decorating

DISTRICT	CENTER JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT")
PROJECT DESCRIPTION	Center High School Modernization – Phase 1 – Exterior Painting No. 23-02
JOB WALK	**Mandatory Job Walk on:** Thursday, August 17, 2023, beginning promptly at **9:00am** Location**: Meet at front of High School at 3111 Center Court Lane**
PRE-BID INQUIRIES	Submit no later than: 12:00 PM, Thursday, August 24, 2023
PRE-BID RESPONSES/ADDENDUMS	12:00 PM, Friday, August 25, 2023
DEADLINE TIME/DATE FOR SUBMISSION OF BID PROPOSALS	**2:00 PM** **Wednesday, August 30, 2023**
LOCATION FOR RECEIPT OF BID	**CJUSD Facilities Office – 8408 Watt Avenue, Antelope, CA 95843**
LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS	District Website - https://www.centerusd.org/About-Us/Request-For-Proposal/index.html

NOTICE IS HEREBY GIVEN that pursuant to the Informal Bidding Procedures pursuant to the California Uniform Public Construction Cost Accounting Act (CUPCCAA) Public Contract Code §22000 *et seq*., the District, acting by and through its Board of Education, will receive up to, but not later than the above-stated date and time, Bid Proposals for the Contract for the Work generally described as:

Center High School Modernization

Phase I – Exterior Painting Bid #23-02

1. Qualified Bidders. The District will consider a Bid Proposals only if submitted by a Bidder who is on the District's Informal Bidding Qualified Bidders List for the Contractors' License classification set forth above ("Qualified Bidder") at the time of submitting the Bid Proposal. A Bid Proposal submitted by a Bidder who is not a Qualified Bidder will be rejected for non-responsiveness.

2. Submittal of Bid Proposals. All Bid Proposals shall be submitted on forms furnished by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District as set forth above. Only Bid Proposals submitted to the District at or prior to the date and time set forth above shall be considered.

3. Project Information; Bid and Contract Documents. The Bid and Contract Documents and additional Project information are available online on the District's webpage **https://www.centerusd.org/About-Us/Request-For-Proposal/index.html**. Bidders must be registered with Vendor Registry to respond to this project bid. There is no registration charge to sign up. Any and all Project Addenda will be posted on the District webpage and the Vendor Registry. It shall be Bidder's sole responsibility to conduct periodic checks of the District webpage or the Vendor Registry to identify and download any Project Addenda. Incomplete, inaccurate, or untrue responses or information provided therein by a bidder shall be grounds for the District to reject such submissions for non-responsiveness.

4. Documents Accompanying Bid Proposal. The following must be submitted with the Bid Proposal:
   Bid Proposal
   Alternate Bid Items Proposal
   Qualifications Statement
   Non-Collusion Declaration
   Designation of Subcontractors Form

   All of the above must be in the form and content included with the Contract Documents.

5. Prevailing Wage Rates. Pursuant to California Labor Code §1773, the Department of Industrial Relations has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. These determinations, entitled "PREVAILING WAGE SCALE" may be viewed and obtained by accessing the Division of Labor Standards Enforcement databases at http://www.dir.ca.gov/dirdatabases.html. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers in prosecution and execution of the Work. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations shall monitor compliance with prevailing wage rate requirements and enforce the Contractor's prevailing wage rate obligations.

6. Contractors' License Classification. Pursuant to California Public Contract Code §3300, the District requires that Bidders possess the following classification(s) of California Contractors License at the time of submission of the Bid Proposal**: C-33 Painting and Decorating**. Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless the Bidder awarded the Contract is properly and duly licensed to perform the Work at all times.

7. Pre-Bid Inquiries. Bidders may submit and are solely and exclusively responsible for submitting pre-bid inquiries or clarification requests before the latest date for submittal of pre-bid inquiries as referenced in the Notice to Bidders. Pre-bid inquiries or clarification requests shall be submitted in writing to the Owner's Representative Sharon Thomas (sthomas@capitalpm.com) not less than six days prior to bid opening. A written response to timely pre-bid clarifications requests which materially affects the Bidders' price will be made by addendum issued by the District not less than seventy-two (72) hours prior to bid opening. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein. Inquiries within the time stated above will not be accepted.

8. No Withdrawal of Bid Proposals. Any Bid Proposal may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipts of Bid Proposals. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. Bid Proposals shall not be withdrawn by any Bidder for a period of sixty (60) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

9. Job-Walk. Job Walk requirements are set forth above. If the Job Walk is mandatory, the Bid Proposal submitted by a Bidder whose representative(s) did not attend the entirety of the Mandatory Job Walk will be rejected by the District as being non-responsive.

10. Alternates. If the District has included additive/ deductive alternates which require all bidders to price as part of their bid, the District will utilize the following method to determine the lowest bidder in accordance with Public Contract Code section 20103.8:

    The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders from being revealed to the District before the ranking of all bidders from lowest to highest has been determined. The procedures the District will utilize to conceal the identity of any of the bidders will be as follows:

        Each proposal/bid package will be identified with a "letter" on the bid tab form by the District's Owner's representative and the base bid and alternate price will be listed. Once the selection is made based on price, the identity of the bidder will be revealed to the District.

    Note: Pursuant to Public Contract Code section 20103.8, the selection process selected does not preclude the District from using any of the additive or deductive alternates from the Contract after the lowest responsible responsive bidder has been determined

11. Award of Contract. The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board. The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

[END OF SECTION]

INSTRUCTIONS FOR BIDDERS

Preparation and Submittal of Bid Proposal. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on forms not issued by the District are non-responsive and will be rejected. The District will include **$7,500** in an allowance to cover any unforeseen conditions. Bidder's **total bid** shall include contractor's base bid plus District allowance.

1. Documents Accompanying Bid Proposal; Signatures. Any document submitted with a Bid Proposal which is not complete, accurate and executed, as required by each document, will result in the Bid Proposal being deemed non-responsive.
2. Modifications. Changes to the bid forms which are not specifically called for or permitted may result in the District's rejection of the Bid Proposal as being non-responsive. Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineation or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such a Bid Proposal as being non-responsive.
3. Examination of Site and Contract Documents. Each Bidder shall at its sole cost and expense inspect the Site to become fully acquainted with conditions affecting the Work and carefully review the Contact Documents; submission of a Bid Proposal is prima facie evidence of such action by the Bidder. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation under the Contract Documents.
4. District's Right to Modify Contract Documents. The District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda issued to all Bidders issued a set of Contract Documents. ***Bidders are solely responsible for reviewing and confirming all addenda issued by the District. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal may render the Bid Proposal non-responsive and rejected***.
5. Non-Collusion Declaration. No person or entity shall submit or be interested in more than one Bid Proposal for the Work; provided, however, that a person or entity that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a subproposal, quoting prices to other Bidders or submitting a Bid Proposal for the Work. The form of Non-Collusion Declaration included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Declaration with its Bid Proposal will render the Bid Proposal non-responsive.
6. Qualifications Statement. Bidders must submit the completed form of Qualifications Statement concurrently with submittal of its Bid Proposal. Failure of a Bidder to submit the Qualifications Statement fully completed and executed on behalf of the Bidder will result in rejection of the Bidder's

Bid Proposal for non-responsiveness. A Bidder whose response to any of the Qualifications Statement Essential Requirements is "Not Qualified" will result in rejection of the Bidder's Bid Proposal for failure of the Bidder to meet the Essential Requirements.

7. Subcontractors. Each Bidder shall submit identify its proposed Subcontractors whose work is valued at one-half of one percent (.05%) or more of the Bid Proposal amount on the form of Subcontractors List for the Work. All Bidders are encouraged to disseminate all of the Contract Documents to all persons or entities submitting sub-bids to the Bidder. Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with Department of Industrial Relations.

9. Award of Contract. The Contract for the Work, if awarded, will be to the responsible Bidder submitting the lowest priced responsive Bid Proposal. The District's Board of Education will take action to award the Contract. Bidders will be notified in writing of the Bidder to whom the District has awarded the Contract.

10. Bid Protests. Any bid protest shall be filed in writing with the District's Director of Facilities not more than three (3) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

    10.1. Resolution of Bid Protest. Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low bidder should be allowed to perform the work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

    10.2. Appeal. If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Districts' Superintendent or his or her designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided.

    10.3. Appeal Review. The Superintendent or his or her designee shall review the decision on the bid protest from the Director of Facilities and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Superintendent or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

    10.4. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Contract for the Project and commence construction pending an appeal. If there is State funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section due to the urgency of proceeding with work if written notice

is provided to the protesting party. E-mailed notice with a written confirmation sent by first class mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award of the Contract.

10.5. Finality. Failure to comply with this bid protest procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting Bidder's administrative remedies.

11. CUPCCAA. This Project is being let in accordance with the California Uniform Public Construction Cost Accounting ("CUPCCAA") set forth in Public Contract Code section 22000 *et seq*. Bidders shall comply with any requirements set forth in the CUPCCAA including all guidelines and requirements in the current California Uniform Public Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual.

[END OF SECTION]

BID PROPOSAL

PROJECT: Center High School Modernization – Phase 1 – Exterior Painting
BID #23-02

Bidder Name	_____	
Bidder Representative(s)	_____ Name and Title _____ Name and Title	
Bidder Representative(s) Contact Information	Email _____ _____	(_____) _____ Telephone (_____) _____ Fax
Bidder Mailing Address	_____ Address _____ City/State/Zip Code	
California Contractors' License	_____ Number _____ Classification and Expiration Date	
DIR Registration #	#_____ Expiration Date: _____	

1. Bid Proposal.

1.1. Bid Proposal Amount. The undersigned Bidder proposes to furnish all labor, materials, tools, equipment and services necessary to complete in accordance with the Contract Documents for the Work for the sum of in words and numbers:

Exterior Painting of Building C (Administration) and Building E (600's)

_____Dollars CONTRACTORS BASE BID (Words)	$_____ (Numbers)

DISTRICT ALLOWANCE FOR UNFORESEEN CONDITIONS	$ 7,500.00

_____Dollars CONTRACTORS BASE BID PLUS DISTRICT ALLOWANCE TOTAL BID (Words)	$_____ (Numbers)

The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions in this Bid Proposal.

1.1. Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda, if any, issued by or on behalf of the District.

_____ Addenda Nos. _____ Received, acknowledged
(initial) and incorporated into this Bid Proposal.

1.2. Alternate Bid Items. If the bidding includes Alternate Bid Items, the Bidder's price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal attached to this Bid Proposal.

2. Documents Accompanying Bid Proposal. The Bidder has submitted with this Bid Proposal the following:

Qualifications Statement
Non-Collusion Declaration
The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected for non-responsiveness.

3. Award of Contract. Within five (5) days after notification of award of the Contract, the Bidder awarded the Contract shall execute and deliver to the District the Contract in the form attached hereto along with:

- Certificates of Insurance evidencing all insurance coverages required under the Contract Documents and approved additional insured endorsements naming the District as an additional insured
- Performance Bond

- Certificate of Workers' Compensation Insurance
- Drug-Free Workplace Certificate

Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion, elect to award the Contract to the responsive responsible Bidder submitting the next lowest priced Bid Proposal, or to reject all Bid Proposals.

4. Contractors' License. The Bidder certifies that: (i) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents, as designated by the District; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (iii) that all Subcontractors providing or performing any portion of the Work are and shall remain properly licensed to perform or provide such portion of the Work.

5. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. By submitting this Bid Proposal, the undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible, accurate and complete for the Bidder to complete the Work in a workmanlike manner within the Contract Time and for the price proposed herein. The undersigned Bidder warrants and represents to the District that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein, within the Contract Time and in accordance with the Contract Documents.

Dated: _____

By: _____
(Signature of Bidder's Authorized Officer or Representative)

_____
(Typed or Printed Name)

Title: _____

ALTERNATE BID ITEMS PROPOSAL

Bidder Name: _____

PROJECT: Center High School Modernization – Phase 1 – Exterior Painting
BID #23-02

Bidders must provide a proposal price for each Alternate Bid Item set forth herein; failure to do so will result in rejection of the Bid Proposal for non-responsiveness. The amount proposed for each Alternate Bid Item by the above-identified Bidder is set forth herein below:

Alternate Bid Item No. 1. Exterior painting scope of work for Building A - Multi-Purpose Building as indicated on the plans and specifications

Indicate the additive proposed price for the foregoing Alternate Bid Item.

Add _____ Dollars ($_____) to Base Bid Proposal
Amount (words)

Dated: _____

By: _____
(Signature of Bidder's Authorized Officer or Representative)

_____
(Typed or Printed Name)

Title: _____

NON-COLLUSION DECLARATION

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

By: _____
(Signature of Bidder's Authorized Officer or Representative)

_____
(Typed or Printed Name)

Title: _____

DESIGNATION OF SUBCONTRACTORS

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

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

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

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

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

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

DESIGNATION OF SUBCONTRACTORS FORM

Work to be done by Subcontractor	Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration No.

Proper Name of Bidder: _____

Date: _____

Name: _____

Signature of Bidder Representative: _____

CONTRACT FOR LABOR AND MATERIALS

THIS CONTRACT FOR LABOR AND MATERIALS ("Contract") is entered into Click here to enter a date., in the City of Antelope, County of Sacramento, State of California, by and between the CENTER UNIFIED SCHOOL DISTRICT, a California school district ("District") and _____ ("Contractor").

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. **The Work**. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **Center High School Modernization – Phase 1 – Exterior Painting No. 23-02**. The Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect and other Contract Documents enumerated in Paragraph 10 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

2. **Architect/Design Professional In Charge**. The Architect or Design Professional in charge is **Nacht & Lewis**; references to the "Architect" or similar terms shall be deemed references to the Architect or Design Professional in charge and their respective design consultants.

3. **Contract Time**. The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work **THIRTY-NINE(39)** days after the commencement date of the Work set forth in the Notice to Proceed.

4. **Contract Price**. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of _____ Dollars ($_____). The Contract Price is based upon the Contractor's Base Bid Proposal for the Work plus the District Allowance of SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500) for unforeseen conditions and the following Alternate Bid Items, if any: _____. .
   - **4.1. Progress Payment Retention**. If the Contract Price is subject to payment by the District's disbursement of Progress Payments pursuant to Article 9 of the Contract Terms and Conditions, five percent (5%) of each Progress Payment will be withheld by the District as Retention. Retention will be disbursed by the District as part of the Final Payment.
   - **4.2. Mark-Up for Changed Work**. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus a mark-up of Ten Percent (10%) of the actual costs of labor and materials; it being agreed that the foregoing mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change.

5. **Liquidated Damages**. The Contractor is subject to assessment of Liquidated Damages if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents; or fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth below.
   - **5.1. Delayed Substantial Completion**. If Substantial Completion is not achieved on or before expiration of the Contract Time, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of TWO HUNDRED FIFTY DOLLARS ($250.00).
   - **5.2. Delayed Punchlist Completion**. If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of TWO HUNDRED FIFTY DOLLARS ($ 250.00).
   - **5.3. Surety Liability**. The Surety issuing the Performance Bond shall be liable to the District for performance and discharge of the Contractor's obligations hereunder, including without limitation, the Contractor's Liquidated Damages and warranty obligations.

6. **Limitation on Damages**. If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or (ii) loss of profits arising out of or in connection with any past, present, or future work of improvement; and/or (iii) loss of productivity.

7. **Insurance**. The Contractor and each Subcontractor shall obtain and maintain insurance coverages required by the Contract; the minimum coverage amount for each policy of insurance of the Contractor and Subcontractor shall be as set forth below.

   7.1. Insurance Requirements for Contractor. The minimum coverage amounts for each policy of insurance of the Contractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars ($1,000,000)
	Aggregate: Two Million Dollars ($2,000,000)
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars ($1,000,000)
Builder's Risk	Full insurable value of the Work; Seismic coverage is notrequired

   7.2. Insurance Requirements for Subcontractors. The minimum coverage amounts for each policy of insurance to be obtained and maintained by each Subcontractor shall be as follows:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars ($1,000,000)
	Aggregate: Two Million Dollars ($2,000,000)
Workers' Compensation	In accordance with the Laws
Employers Liability	One Million Dollars ($1,000,000)

8. **District Representative**. The District Representative is Richard Putnam or his/her designee.

9. **Notices**. Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

   If to the District:
   Richard Putnam, Director of Facilities
   Center Joint Unified School District
   8408 Watt Avenue
   Antelope, CA 95843

   If to the Contractor:
   _____
   _____
   _____
   _____

10. **The Contract Documents**. The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents:

Notice Call for Bids	Alternate Bid Items Proposal (if applicable)
Instructions for Bidders	Qualifications Statement
Addenda as Issued	Non-Collusion Declaration
Bid Proposal	Designation of Subcontractors

Drug Free Workplace Certification
Contract; Terms and Conditions of Contract
Payment Bond
Performance Bond
Certificate of Workers' Compensation Insurance Guarantee
Contractor Certification re Background Checks & Attachment A
Contractor Certification of Subcontractor Claim
Attachment 1 Technical Specifications & Drawings

11. **Authority to Execute**. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, this Contract has been duly executed by the District and the Contractor as of the date set forth above.

"DISTRICT"
Center Unified School District

By: _____

_____
(Name Printed or Typed)

Title: _____

"CONTRACTOR"
[Contractor Name]

By: _____

_____
(Name Printed or Typed)

Title: _____

TERMS AND CONDITIONS OF CONTRACT FOR LABOR AND MATERIALS

1. Labor and Materials. The Contractor shall furnish and pay for all labor, materials, equipment and services necessary to complete the Work in accordance with the Contract Documents. Unless otherwise expressly provided for in the Contract Documents, all materials, equipment and other items incorporated into the Work shall be new and of the most suitable grade and quality for the purpose intended. The Work is subject to tests/inspections as required by the Contract Documents. The Contractor shall afford the District, the Project Inspector, the Architect and test/inspection services with access to the Work, wherever located and whether in place or in progress. All of the Work shall conform to the requirements of the Contract Documents and applicable laws, ordinances, rules and regulations.

2. Submittals. The Contractor shall submit to the District Representative or the Architect, as designated in the Contract Documents, shop drawings, product data and other submittals (collectively "Submittals") required by the Contract Documents promptly and in an orderly sequence while allowing sufficient time for review and comment. No portion of the Work requiring Submittals shall be performed until the required Submittals have been reviewed and accepted.

3. Construction Schedule. Contractor shall prepare a Construction Schedule in such form and format approved by the District. The Construction Schedule shall reflect all activities necessary to complete the Work and shall be in such detail as required by the Contract Documents. If a Construction Schedule is required, the Contractor shall update the schedule monthly or more frequently as directed by the District or required by the circumstances of the Work.

4. Changes.

4.1 Changes to the Work**.** The District may, by written order, make Changes to the Work, issue additional instructions and to add to or delete from the Work. No Change may be made without the prior written approval and direction of the District. Adjustments of the Contract Price or the Contract Time on account of a Change authorized hereunder will only be made by written Change Order duly executed by the Contractor and the District Representative. Adjustments to the Contract Price for authorized Changes shall be limited to the actual costs of labor and materials necessary to complete the Change plus the mark-up set forth in the Contract; it being agreed that the mark-up represents all compensation due the Contractor for profit, overhead/administrative costs and impacts of an authorized Change. Changes approved by the District shall be reduced to Change Order in the form established by the District.

4.2 Substitutions. No substitution of any specified item, product, material or system ("Specified Items") will be considered unless the Contractor submits a request to substitute Specified Items along with data substantiating the equivalency of the proposed substitution with the Specified Items not more than thirty-five (35) days after the date of award of the Contract to the Contractor. The Contractor shall reimburse the District for all costs and expenses incurred by the District to review a proposed substitution for Specified Items. The District's acceptance or rejection of a proposed substitution shall be final. No substitution accepted by the District shall increase the Contract Price or the Contract Time; provided, however, if the cost to furnish/install an approved substitution of is less than the specified Item, the Contract Price shall be reduced by such cost difference. If any Specified Items are identified in any portion of the Contract Documents as "District Standard Materials/Equipment" "match existing in use" or similar words/phrases, in accordance with Public Contract Code §3400, the District shall be deemed to have made a finding that such Specified Items are designated as "sole source" items designed to match existing and in use items. In accordance with Public Contract Code §3400, the District will not consider or accept alternatives or substitutions for any Specified Items so identified.

4.3 Change Orders. If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only

upon action of the District's Board of Education approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Education to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

4.4 Contractor Notice of Changes. If the Contractor claims that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Project Manager, if any, the Project Inspector and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the Project Inspector and the Architect. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article.

5. Safety; Security. The Contractor shall comply with all applicable laws, ordinances, rules, or regulations pertaining to safety at the Site. The Contractor shall implement safety measures such as fencing, barricades, signs, lights and other precautions to prevent injury or death to persons or damage to property. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage. The District and employees, officers, agents or representatives of the District are not liable to the Contractor, Subcontractors or their respective personnel for the loss, theft, damage or destruction of materials, equipment, tools and other personal property items, whether or not such personal property is used to complete the Work or is incorporated into the Work. The risk of such loss, theft, damage or destruction is solely that of the Contractor or Subcontractors.

6. Labor.

6.1 Prevailing Wage Rates. The Contractor and all Subcontractors shall: (i) pay their respective workers at least the prevailing wage rate established for the classification, trade or work performed by each worker; and (ii) maintain complete and accurate payroll records for workers engaged in the Work. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations will monitor and enforce the prevailing wage rate obligations of the Contractor and Subcontractors. The Contractor shall comply with all requirements established by the Department of Industrial Relations relating prevailing wage rates, the payment thereof and posting of notices relating thereto. The Contractor is subject to all assessments, penalties and other charges for prevailing wage rate violations.

6.2 Apprentices. Apprentices, if any engaged in performing any portion of the Work shall be in strict conformity with applicable laws, rules and regulations, including without limitation, Labor Code §§1777.5 through 1777.7, which are incorporated herein by this reference.

6.3 DIR Registration.

6.3.1 Contractor and Subcontractor Compliance. Strict compliance with DIR Registration requirements pursuant to Labor Code §1725.5 is a material obligation of the Contractor hereunder. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor. The failure of the Contractor and all Subcontractors of every tier to be DIR Registered at all times during performance of the Work is the Contractor’s default of a material obligation of the Contractor under the Contract Documents.

6.3.2 Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor’s verification that all Subcontractors, of all tiers, are at all times during performance of the Work in full and strict compliance with 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 such Subcontractors are in full and strict compliance with DIR Registration requirements.

6.3.3 Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractors List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR Registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the District's consent to substitute the non-DIR Registered Subcontractor pursuant to Labor Code §1771.1(c)(3) and/or Labor Code §1771.1(d).

6.3.4 Contractor/Subcontractor Penalties pursuant to § 1771.1(g). "If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars ($100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars ($8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5."

6.3.5 Subcontractor Penalties pursuant to § 1771.1 (h)(1). "In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars ($100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars ($10,000)."

6.4 Certified Payroll Records**.**

6.4.1 Compliance With Labor Code §§1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code §§ 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.

6.4.2 Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code §1776 is an express condition precedent to the District's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the District of electronic files or hard copies of all CPRs submitted by the Contractor and/or Subcontractors for the Work pursuant to Labor Code §§1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The District: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the District's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.

6.5 Limits on Hours/Days of Work. The Contractor and Subcontractors shall not require or permit any worker to provide more than eight (8) hours of work per day or forty (40) hours of work per week without additional compensation as mandated by law.

6.6 Competency and Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor and all other persons performing any part of the Work at the Site. Personnel of the Contractor or any Subcontractor shall be subject to removal from the Site for violations of applicable law or District policies. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them and shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.

6.7 Superintendent. The Contractor shall employ aa full-time Superintendent fluent in verbal and written English who shall be in attendance at the Site at all times during performance of Work at the Site. The Superintendent shall be deemed the Contractor's Representative for the Work; directions, instructions or other communications to or with the Contractor's Superintendent shall be deemed directions, instructions or communications to or with the Contractor.

7. Subcontractors. The Work of each Subcontractor shall be set forth in a written Subcontract agreement incorporating by reference this Contract; Subcontracts shall be made available to the District for review upon request of the District. The Contractor is responsible to the District for the acts, omissions and other conduct of Subcontractors. Each Subcontractor shall maintain Workers' Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.

8. Project Certification. If the Work is subject, in whole or in part, to DSA jurisdiction, the Contractor shall completely and timely complete and/or comply with all DSA requirements relating to: (i) observations/inspections of the Work during construction; and (ii) DSA PR 13-01 project inspections, tests and certification process. A material obligation of the Contractor hereunder is completion of all actions or activities required by a contractor for a work of improvement subject to DSA jurisdiction sufficient for DSA to issue a certification that the Work, as constructed, complies with the DSA approved Design Documents.

9. **Payment of the Contract Price**. The District will make payment of the Contract Price upon completion of the Work, the Contractor's full performance of all other obligations under this Contract Documents and the Contractor's submission of a properly itemized invoice. Upon receipt of the Contractor's invoice, the District Representative will promptly verify that the Work has been completed and that the Contractor has performed all other obligations hereunder. Within thirty (30) days of the District Representative confirmation of the completion of Work and the Contractor's performance of other obligations hereunder, the District will make payment of the Contract Price. If the Contract Time is a duration of sixty (60) days or more, the Contractor may submit invoices on a monthly basis for the value of Work completed in the prior month, whereupon the District Representative will promptly verify that the Work has been completed as indicated in the Contractor's invoice. Within thirty (30) days of the date of such verification, the District will make payment equal to ninety five percent (95%) of the value of the Work completed. Within sixty (60) days of completion of all Work and the recordation of the Notice of Completion, and completion all other of the Contractor's obligations hereunder, amounts previously retained from prior invoices will be released to the Contractor. The District may, in its sole discretion, condition payment of the Contract Price, or any portion thereof, upon: (i) the Contractor's preparation of a Schedule of Values for review and acceptance by the District's Representative; (ii) the submittal of executed Waivers and Releases (on Progress Payment or Final Payment, as applicable) for the Contractor and all Subcontractors receiving any portion of the Contract Price; and/or (iii) delivery of Certified Payroll records of the Contractor and Subcontractors. The District may withhold payment of the Contract Price if: (i) there are claims or the probability of claims being submitted by Subcontractor, Material Suppliers or others in connection with the Work; (ii) defective or non-conforming Work which is not remedied; or (iii) there are any uncured Contractor defaults.

10. **Insurance**. The Contractor and its Subcontractors shall, at all times during the Work, maintain Workers' Compensation, Employers Liability, and Commercial General Liability Insurance in the minimum coverage amounts set forth in the Contract. The Contractor's Commercial General Liability Insurance shall name the District as an Additional Insured. All policies of insurance shall include provisions that the policy of insurance will not be materially modified, cancelled or allowed to expire without at least thirty (30) days advance notice to the District. Prior to commencing the Work, the Contractor shall deliver Certificates of Insurance of itself and its Subcontractors evidencing the required insurance coverages.

11. **Indemnification**. Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager (if any), Inspector, the State of California and their officers, board members, employees, agents and independent contractors (collectively, "Indemnitees") from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of the Work or performance of service under this Contract or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, Indemnitees from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this section. Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless Indemnitees from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

A. Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Contract or the Contract Documents, or (5) any claims of violation of the Americans with Disabilities Act ("ADA"), except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

B. Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with the Work covered by this Contract or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

C. Any dispute between Contractor and Contractor's subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by Contractor) to pay any subcontractor or materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

D. Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed against the District arising from any failure by the Contractor or any subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the

Contractor or any subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Indemnitees, on account of or founded upon any cause, damage, or injury identified in this section 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. The Contractor's obligations hereunder shall survive termination of the Contract and/or completion of the Work, and are incorporated into and made a part of the obligations of the Surety issuing the Bonds.

12. District Right to Terminate.

12.1 Termination for Cause. Termination for Cause: The District may terminate the Contractor and/or this Contract for the following reasons: persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; persistently or repeatedly is absent, without excuse, from the job site; fails to make payment to subcontractors, suppliers, materialmen, etc.; persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; fails to provide a schedule or fails or refuses to update schedules required under the Contract; falls behind on the Project and refuses or fails to undertake a recovery schedule; if the Contractor has been debarred from performing work; becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; Contractor or any of its subcontractors are not properly registered with DIR at all times; or is otherwise is in substantial breach of a provision of the Contract Documents. When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor written notice of five (5) days, terminate the Contractor and/or this Contract.

12.2 Payments Withheld. If the District terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment until the Project is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor.

12.3 Payments upon Completion. If the unpaid balance of the Total Contract Price exceeds costs of completing the Project, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified upon application. This payment obligation shall survive completion of the Contract.

12.4 Termination for Convenience. District may terminate the Contract upon five (5) days written notice to the Contractor and use any reasonable method the District deems expedient to complete the Project, including contracting with replacement contractor or contractors, 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 Project. In such a case, the Contractor shall have no claims against the District except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1). Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.

13. Warranty.

13.1 Warranty and Guarantee Obligations. The Contractor warrants to the District that: (i) all materials and equipment furnished under the Contract Documents are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (ii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If within two (2) years, or such other period set forth in the Contract Documents, any of the Work or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall upon the District's demand, promptly take all measures necessary to correct, repair or replace such Work or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or replace such Work or workmanship at the cost and expense of the Contractor.

13.2 Guarantee. Upon completion of the Work, Contractor shall execute and deliver to the District the form of Guarantee included within the Contract Documents. The Contractor's execution and delivery of the form of Guarantee is an express condition precedent to any obligation of the District to disburse the Final Payment to the Contractor.

13.3 Survival of Warranties. The Contractor' warranty and guaranty obligations hereunder shall survive the Contractor's completion of Work under the Contract Documents, the District's Final Acceptance or the termination of the Contract.

14. Tests/Inspections of the Work. The Work shall be subject to tests/inspections as required by the Contract Documents. The Contractor shall be liable for all costs, fees or expenses of tests/inspections which result from the Work not being ready for tests/inspections or the failure of the Work to comply with the applicable test/inspection standards. If the Work is subject to the jurisdiction of the

Division of State Architect ("DSA"), all of the Work shall be subject to inspection/observation by the Project Inspector retained by the District under DSA regulations. If DSA or the Project Inspector deem any portion of the Work to not be in compliance with requirements of the Contract Documents, a material obligation of the Contractor is its prompt and complete repair, replacement or correction of such portion(s) of the Project so they comply with requirements of the Contract Documents. The Project Inspector shall have access at all times to the Work, whether in place or in progress; the Contractor shall provide such access without adjustment of the Contract Price or the Contract Time.

15. Miscellaneous.

15.1 Disputes; Continuation of Work. Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents or the Work, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

15.2 Public Contract Code §9204 Claims Resolution Procedures. Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code §9204 ("Section 9204").

15.2.1 Contractor Claims. Contractor Claims are subject to the Section 9204 Procedures provided, however, that the Section 9204 Procedures are expressly subject to the Contractor's prior full and timely compliance with requirements and procedures of the Contract Documents relating to submittal and resolution of Claims, change orders, disputes and other matters in controversy under the Contract Documents. By this reference, the Section 9204 Procedures are incorporated herein.

15.2.2 Subcontractor Claims. Subcontractor Claims are subject to Section 9204 Procedures, as modified herein. The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq.). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

15.2.3 Contractor Compliance with Government Code Claims Procedures. Disputed Claims and other matters in controversy asserted by the Contractor against the District are a "suit for money or damages" and subject to Government Code §§945.4, 945.6 and 946 ("Government Code Claims Process"). An express condition precedent to the Contractor's initiation of §20104.4 Dispute Resolution Procedures is the Contractor's compliance with the Government Code Clams Process.

15.2.4 Disputed Claims. Claims not resolved by the Section 9204 Procedures are subject to the binding dispute resolution procedures of Public Contract Code §20104.4 (Section 20104.4 Dispute Resolution Procedures).

15.2.5 Section 20104.4 Dispute Resolution Procedures, Claims Less Than $375,000. Disputed Claims of $375,000 or less shall be resolved in accordance with the civil action procedures established in Public Contract Code §20104.4. Mediation conducted pursuant to Section 9204 Procedures shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

15.3 Governing Law; Interpretation. This Contract shall be governed by the laws of the State of California. This Contract shall be interpreted as a whole and not in favor of the District or the Contractor.

15.4 Successors. This Contract shall be binding upon and inure to the benefit of the respective successors-in-interest of the District and the Contractor. The foregoing notwithstanding, the Contractor shall not assign this Contract, any right or obligation hereunder or any portion thereof.

15.5 Permits; Approvals. Unless otherwise expressly provided in the Contract Documents, the Contractor shall obtain and pay for all fees, permits or approvals necessary to complete the Work.

15.6 Non-Discrimination. The Contractor and its Subcontractors shall not discriminate against any active or prospective employee based upon race, color, ancestry, national origin, religion, sex, age, sexual preference or marital status. The Contractor and its Subcontractors shall comply with all applicable laws, ordinances, rules and regulations prohibiting workplace discrimination and/or discriminatory employment practices.

15.7 Days. Unless otherwise stated in the Contract Documents, all references to "days" shall be deemed references to calendar days.

15.8 Severability. If any term, condition or provision of this Contract is deemed invalid, illegal or unenforceable by a Court of competent jurisdiction, such term, condition or provision shall be deemed severed herefrom, but all other terms, conditions and provisions hereof shall remain unaffected and in full force and effect.

15.9 Attorneys' Fees. Except as expressly provided for in the Contract Documents, or authorized by law, neither the District nor the Contractor shall recover from the other any attorneys' fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents, the performance of either the District or the Contractor thereunder, or enforcement hereof.

15.10 Provisions Required by the Laws Deemed Incorporated. Each and every provision of law and clause required by the Laws to be inserted in the Contract Documents is deemed to be incorporated herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such revision.

15.11 No Oral Modifications. The terms of the Contract shall be modified only by written instrument duly executed on behalf of the Contractor and District. Verbal or oral modifications to the Contract of terms thereof are not valid or enforceable.

15.12 Entire Agreement. The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the Contractor.

[END OF SECTION]

SPECIAL CONDITIONS

The following supplements modify the General Conditions. Where a portion of the General Conditions is modified and or deleted by these Special Conditions, the unaltered portions of the General Conditions shall remain in effect.

1. SCOPE OF WORK

Included:

- Refer to Division 09 90 00 Painting– Technical Requirements and Drawings for Scope of Work. This scope of work to occur during weekends and/or swing shift hours so as to not disrupt the learning environment. The District has a fall break October 2 thru October 6 where work can be conducted during normal work hours.

2. CONTRACT TIME

The Contractor's Baseline Schedule shall include the following Milestone Schedule

- Post Bid Document Phase – Milestone #1 (Start Date: Not Later than 9/5/2023)
    - Notice of Intent to Award
    - District Award
    - Post-Bid Contract Submittals
    - Project Submittal
- Post Bid Document Phase – Milestone #1 (Completion Date: Not Later than 9/21/2023)

- Procurement/Mobilization Phase – Milestone #2 (Start Date: Not Later than 9/22/2023)
    - Notice to Proceed
    - Mobilization/initial layout
- Procurement/Mobilization Phase – Milestone #2 (Completion Date: Not Later than 9/25/2023)

- Construction Work Phase – Milestone #3 (Start Date: 9/26/2023)
    - All related scope of work.
- Construction Work Phase – Milestone #3 (Completion Date: Not Later than 10/31/2023)

- Final Contract Close-Out Phase – Milestone #5 (Start Date: Not Later than 11/1/2023)
    - Final Contract Close-Out
- Final Contract Close-Out Phase – Milestone #5 (Completion Date: Not Later than 11/15/2023)

[END OF SECTION]

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Center Joint Unified School District (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work or Project"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the

contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

[Signature on following page]

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

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

_____

By: _____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.
The total amount of premium charged: $_____ (This must be filled in by a corporate surety).

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone: _____	Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On _____, before me, _____, personally appeared _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____the_____of
(Name) (Title)
_____, declare state and certify that:
(Contractor Name)

I am aware that California Labor Code §3700(a) and (b) provides:
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation 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 either as an individual employer, or one employer in a group of employers, 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 or her employees."

I am aware that the provisions of California Labor Code §3700 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.

I am authorized to execute this Certificate of Workers' Compensation Insurance on behalf of the above-identified Contractor.

Dated: _____

By: _____
(Signature of Bidder's Authorized Officer or Representative)

_____
(Name Printed or Typed)

Title: _____

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of _____
(Print Name) (Title) (Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
3. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition.
4. Establishing a drug-free awareness program to inform employees about all of the following: (i) the dangers of drug abuse in the workplace; (ii) Contractor's policy of maintaining a drug-free workplace; (ii) the availability of drug counseling, rehabilitation and employee-assistance programs; and (iii) the penalties that may be imposed upon employees for drug abuse violations.
5. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
6. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
7. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
8. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct. Executed this___ day of _____ 20__ at_____.
(City and State)

By: _____
(Signature of Bidder's Authorized Officer or Representative)

_____
(Typed or Printed Name)

Title: _____

GUARANTEE

Project: Center High School Modernization – Phase 1 – Exterior Painting No. 23-02

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of one (1) year from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

Contractor

_____
(Contractor Name)

_____
(Signature of Contractor's Authorized Employee, Officer
Or Representative)

_____
(Printed Name and Title)

_____
(Date)

CONTRACTOR CERTIFICATION REGARDING BACKGROUND CHECKS

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

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

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

OR

❑ Pursuant to Education Code section 45125.2, Contractor will ensure the safety of pupils by one or more of the following methods:

❑ 1. The installation of a physical barrier at the worksite to limit contact with pupils.

❑ 2. Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

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

Date_____, 20___

_____
[Name of Contractor]

_____

By its:_____

ATTACHMENT A:

(INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS)

ATTACHMENT 1 - Technical Specifications & Drawings

Nacht & Lewis
Technical Specifications and Drawings

SECTION 09 90 00
PAINTING

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Surface preparation.

B. Select dryrot repair.

C. Painting of all existing exposed exterior surfaces including the inside face of all exterior doors and frames.

D. See Drawings for additional scope not identified herein.

1.02 RELATED SECTIONS

A. Not Used.

1.03 DEFINITIONS

A. Conform to ANSI/ASTM D16-08 for interpretation of terms used in this Section.

B. ASTM D4442-15 - Direct Moisture Content Measurement of Wood and Wood-Base Materials.

1.04 QUALITY ASSURANCE

A. Product Manufacturer: Company specializing in manufacturing quality paints and finish products with minimum of five years experience.

B. Applicator: Company specializing in commercial painting and finishing with a minimum of five years documented experience.

1.05 REGULATORY REQUIREMENTS

A. Conform to California Building Code (CBC 2022) for flame/spread/smoke density rating requirements for finishes.

B. Furnish certification that all paint coatings furnished for project work comply with the EPA clean air act for permissible levels of volatile organic content for architectural coatings applied in California as designated by California Air Resources Board (CARB).

1.06 SUBMITTALS

A. Submit product data under the provisions of the General Conditions or at a minimum as indicated herein.

B. Provide product data on all finishing products. Product data shall include the paint manufacturer's recommended mil thickness application of each coat for each type of primer and paint specified.

C. Submit four brush-out samples 8x10 inch in size illustrating color and sheen selected for each finish product shown in the finish schedule and in actual colors as indicated on the Drawings.

D. Field Sample: Furnish sample of each actual paint color selected and applied on a portion of the building as directed by Architect prior to beginning full painting operations.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site in manufacturer's original unopened, labeled containers, inspect to verify acceptance.

B. Store and protect products from abuse and contamination.

C. Container labeling to include manufacturer's name, type of paint, brand name, brand code, coverage, surface preparation, drying time, cleanup, color designation, and instructions for mixing and reducing.

D. Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F., in well-ventilated area, unless required otherwise by manufacturer's instructions.

E. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.08 ENVIRONMENTAL REQUIREMENTS

A. Provide continuous ventilation and heating facilities to maintain surface and ambient temperatures above 45 degrees F for 24 hours before, during, and 48 hours after application of finishes, unless required otherwise by manufacturer's instructions.

B. Do not apply exterior coatings during extensive direct sun or in rain or snow, or when relative humidity is above 50 percent, unless required otherwise by manufacturer's instructions.

C. Minimum application temperatures for latex paints: 50 degrees F. for exterior work; 45 degrees F for interior work, unless required otherwise by manufacturer's instructions.

D. Provide lighting level of 80-foot candles measured mid-height at substrate surface.

E. Apply all alcohol-based primers, vanishes, lacquers or other products that produce excessive fumes after school hours or on weekends.

1.09 EXTRA STOCK

A. Provide a one FIVE gallon (unopened) container of each color to Owner.

B. Label each container with color and sheen in addition to the manufacturer's label.

PART 2 – PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

A. Kelly Moore/Devoe (specified).

B. Sherwin Williams

C. Pittsburgh Paints.

D. Approved equal meeting all technical and performance requirements as specified materials.

Purden of proof is on the contractor to prove all matching requirements. Architect shall determine "equal" status based solely on information provided by contractor. No additional comparison work will be performed by Architect.

2.02 MATERIALS

A. Coatings: Ready mixed manufacturers paint. Process pigments to a soft paste consistency capable of being readily and uniformly dispersed to a homogeneous coating.

B. Coatings: Good flow and brushing properties capable of drying or curing free of streaks or sags.

C. Accessory Materials: All other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

D. Provide all paint products from the same manufacturer when possible.

E. Product numbers herein are based on those manufactured by Kelly Moore/Devoe and should be considered "as specified".

2.03 FINISHES

A. See Drawings for color selections and placement.

B. See SCHEDULE OF EXTERIOR SURFACES below for products and sheens.

PART 3 – EXECUTION

3.01 INSPECTION

A. Carefully examine all surfaces to receive painting. Verify that all work is acceptable and has been properly prepared in accordance with these specifications and additional preparation notes on the Drawings. Field verify existing conditions of all existing surfaces to receive paint finish prior to bid. Provide all necessary surface preparation as required under this section to provide proper finish.

B. Contractor to arrange for Project Inspector's verification of proper surface preparation prior to start of painting and between each coat.

C. Measure moisture content of surfaces using an electronic moisture meter. Provide de-humidifiers and heat as necessary to obtain required environmental conditions for interior paint applications. Do not apply finishes unless moisture content of surfaces is below the following maximums:

1. Exterior Located Wood: 7 percent measured in accordance with ASTM D4442.

3.02 PREPARATION

A. Remove electrical plates, hardware, light fixtures, security cages, trims & escutcheons, signage and fittings prior to preparing surfaces for finishing unless they can be cleanly and neatly masked in a manner that will insure a clean delineation between new paint and unpainted items without overspray.

B. Remove all loose and pealing paints.

C. Remove and replace any dryrot wood trim and wood wall panels with like kind. 2x trim board

material shall be kiln dry redwood. Wood panels shall be rough-sawn cedar with groove pattern to match existing. Remove and replace existing weather barrier behind panels if found to be damaged. Tyvek-type building wrap is acceptable. Securely fasten and provide sealant between all joints. See Drawings for additional information.

D. Correct all defects on existing surfaces including patching holes in walls and soffits with like kind materials, skimming surfaces, repairing cracks, puttying, sanding, etc. to restore original wall and trim finish and provide a uniform texture. Spot prime all areas of repair. At areas of pealing or damaged cement plaster, scrape area of all loose material and patch with cementitious top coat material with sanded finish to best match existing.

E. Remove all additional loose debris including spider webs, bee/bird nests, gum and other debris and wash all exterior surfaces thoroughly with medium pressure mild detergent power washer followed by clean water rinse and allow to completely dry before coating. Avoid excessive pressure and spraying at louvers, vents, doors, windows and other areas susceptible to water infiltration into the building.

F. Cover markings which may bleed through surface finishes with B-I-N Primer (additional coats may be required).

G. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water medium pressure power washer and allow surface to dry. Repeat process if necessary.

H. Existing Metal Surfaces

1. Remove loose primer, paint and rust.
2. Sand, scrape and feather all edges.
3. Clean surfaces with a solvent approved by paint system manufacturer. Solvent shall be compatible with new paint system materials.
4. Completely re-prime entire surfaces.
5. Use an approved primer that will be compatible and warranted by the selected paint manufacturer over any surface that has been previously painted with an oil-base finish.

I. Provide compatible sealants at all cracked wood trim, siding and cement plaster surfaces that are not determined to be replaced with new material.

J. See Drawings for additional preparation requirements not indicated herein.

3.03 PROTECTION

A. Protect elements surrounding the work of this Section from damage or disfiguration from preparation or paint installation work including landscape planting.

B. Repair damage to other surfaces caused by work of this Section to the satisfaction of the Owner at no additional cost to the project.

C. Furnish drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.

D. Remove all debris from site and properly dispose of in a lawful manner.

E. Do not use storm drain system, planters, grass or other landscape areas for clean-up.

F. Provide temporary fencing to separate areas of work from students and staff. Coordinate accessibility with Owner/Construction Manager.

3.04 APPLICATION

A. Apply all alcohol-based primers, vanishes, lacquers or other products that produce excessive fumes after school hours or on weekends.

B. Apply products in accordance with manufacturer's instructions. Provide coats in appropriate mill thickness to provide suitable cover. Additional coats may be required to provide an acceptable finish depending on base tint and existing color bleed through.

C. Do not apply finishes to surfaces that are not thoroughly dry.

D. Apply each coat to a uniform finish and to manufacturer’s recommended mil thicknesses. Number of coats in schedule are the minimum required, additional coats shall be applied as required to achieve a uniform final finish.

E. Sand lightly between coats as required to achieve a clean, smooth finish free of drips, runs or unnecessary textures.

F. Allow applied coat to dry thoroughly before next coat is applied.

G. Prime concealed back and sides of any new exterior woodwork with primer as specified herein.

H. Interior face of exterior doors and frames to be painted with the specified “exterior” finish system and shall be part of this exterior paint scope. Remove and reinstall seals and gaskets as required for a clean finish.

3.05 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

A. Paint all existing exterior ductwork, grilles, louvers, conduit and other surface applied items that do not have an existing factory finish unless otherwise indicated.

B. Reinstall electrical plates, hardware, light fixture trim, security cages, signage, fittings, etc. removed during painting preparation.

C. Protect and do not paint factory finished mechanical and electrical equipment unless otherwise indicated.

3.06 CLEAN UP

A. As work proceeds, promptly remove paint where spilled, splashed, or spattered.

B. During progress of work, maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.

C. Collect cotton waste, cloths, and material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

D. Upon completion of the work of this section, remove all surplus material and related debris from the site.

3.07 SCHEDULE - EXTERIOR SURFACES

Descriptions in this schedule apply to new and previously painted surfaces. Number of coats listed are a minimum, additional coats may be required to provide suitable uniform finish. Existing painted surfaces do not eliminate the need for 1st coat of primer or two coats of finish paint.

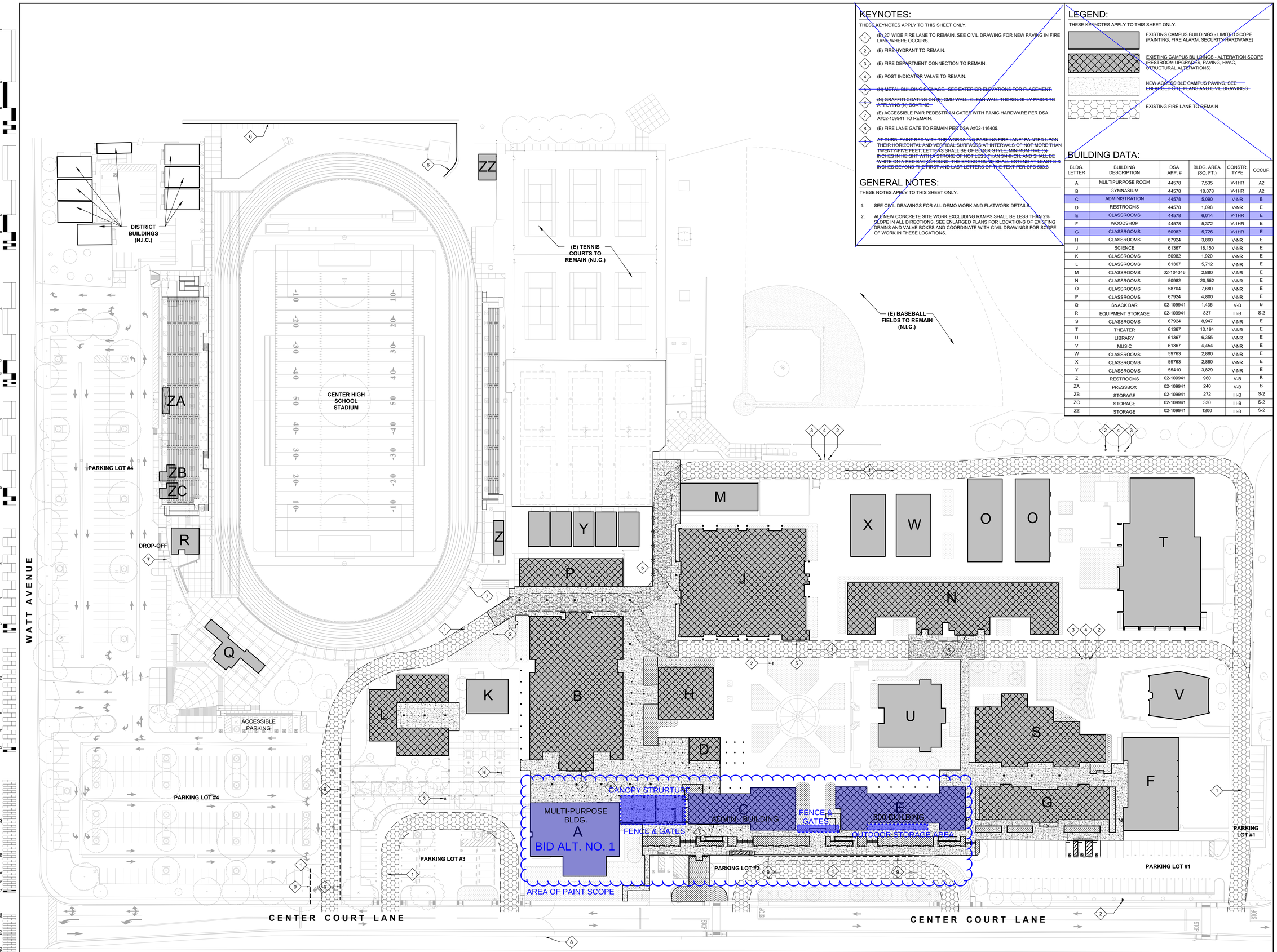
A. Existing Painted Cement Plaster, Wood Siding Panels, Cement Board Siding & Concrete Block - Modified Acrylic Elastomeric Coating)
(Low Sheen)
1st coat: KM 247 Acry-Shield 100% Acrylic Exterior Masonry Primer
2nd & 3rd coats: KM 1119 Elastakote 100% Acrylic Elastomeric Coating

B. Existing Painted Wood Trim & Fascia Boards - (Modified Acrylic Elastomeric Coating)
(Semi-Gloss)
1st coat: KM 247 Acry-Shield 100% Acrylic Exterior Masonry Primer
2nd & 3rd coats: KM 1119 Elastakote 100% Acrylic Elastomeric Coating

C. Existing Painted Aluminum In-Fill Panels:
(Low Sheen)
1st coat: Devcryl 1440 DTM Primer/Finish
2nd & 3rd coats: Devcryl 1448 Acrylic Semi-Gloss Enamel\

D. Existing Painted Ferrous Metal (Metal doors & frames, ornamental iron fencing & gates, guardrails & handrails, gutters, downspouts and other painted metals)
(Semi-Gloss)
1st coat: Devoe Devprime 1405 Alkyd Metal Primer
2nd & 3rd coats: Devcryl 1448 DTM Acrylic Semi-Gloss Enamel

END OF SECTION 09 90 00



BUILDINGS, FENCES & CANOPY STRUCTURES TO BE PREPAPRED AND PAINTED AS PART OF THIS PROJECT - BUILDINGS C & E SHALL BE PART OF THE BASE BID, BUILDING A SHALL BE BID ALTERNATE NO. 1.

26 CENTER HIGH SCHOOL OVERALL SITE PLAN

SCALE: 1" = 40' - 0"

N

KEYNOTES:

THESE KEYNOTES APPLY TO THIS SHEET ONLY.

1. (E) 20' WIDE FIRE LANE TO REMAIN. SEE CIVIL DRAWING FOR NEW PAVING IN FIRE LANE WHERE OCCURS.
2. (E) FIRE HYDRANT TO REMAIN.
3. (E) FIRE DEPARTMENT CONNECTION TO REMAIN.
4. (E) POST INDICATOR VALVE TO REMAIN.
5. ~~(N) METAL BUILDING SIGNAGE. SEE EXTERIOR ELEVATIONS FOR PLACEMENT.~~
6. ~~(N) GRAFFITI COATING ON (E) CMU WALL. CLEAN WALL THOROUGHLY PRIOR TO APPLYING (N) COATING.~~
7. (E) ACCESSIBLE PAIR PEDESTRIAN GATES WITH PANIC HARDWARE PER DSA A#02-109941 TO REMAIN.
8. (E) FIRE LANE GATE TO REMAIN PER DSA A#02-116405.
9. ~~AT CURB, PAINT RED WITH THE WORDS "NO PARKING FIRE LANE" PAINTED UPON THEIR HORIZONTAL AND VERTICAL SURFACES AT INTERVALS OF NOT MORE THAN TWENTY FIVE FEET. LETTERS SHALL BE OF BLOCK STYLE, MINIMUM FIVE (5) INCHES IN HEIGHT WITH A STROKE OF NOT LESS THAN 3/4 INCH, AND SHALL BE WHITE ON A RED BACKGROUND. THE BACKGROUND SHALL EXTEND AT LEAST SIX INCHES BEYOND THE FIRST AND LAST LETTERS OF THE TEXT PER CFC 503.3~~

GENERAL NOTES:

THESE NOTES APPLY TO THIS SHEET ONLY.

1. SEE CIVIL DRAWINGS FOR ALL DEMO WORK AND FLATWORK DETAILS.
2. ALL NEW CONCRETE SITE WORK EXCLUDING RAMPS SHALL BE LESS THAN 2% SCOPE IN ALL DIRECTIONS. SEE ENLARGED PLANS FOR LOCATIONS OF EXISTING DRAINS AND VALVE BOXES AND COORDINATE WITH CIVIL DRAWINGS FOR SCOPE OF WORK IN THESE LOCATIONS.

LEGEND:

THESE KEYNOTES APPLY TO THIS SHEET ONLY.

- EXISTING CAMPUS BUILDINGS - LIMITED SCOPE (PAINTING, FIRE ALARM, SECURITY HARDWARE)
- EXISTING CAMPUS BUILDINGS - ALTERATION SCOPE (RESTROOM UPGRADES, PAVING, HVAC, STRUCTURAL ALTERATIONS)
- ~~NEW ACCESSIBLE CAMPUS PAVING. SEE ENLARGED SITE PLANS AND CIVIL DRAWINGS~~
- EXISTING FIRE LANE TO REMAIN

BUILDING DATA:

BLDG. LETTER	BUILDING DESCRIPTION	DSA APP. #	BLDG. AREA (SQ. FT.)	CONSTR TYPE	OCCUP.
A	MULTIPURPOSE ROOM	44578	7,535	V-1HR	A2
B	GYMNASIUM	44578	18,078	V-1HR	A2
C	ADMINISTRATION	44578	5,090	V-NR	B
D	RESTROOMS	44578	1,098	V-NR	E
E	CLASSROOMS	44578	6,014	V-1HR	E
F	WOODSHOP	44578	5,372	V-1HR	E
G	CLASSROOMS	50982	5,726	V-1HR	E
H	CLASSROOMS	67924	3,860	V-NR	E
J	SCIENCE	61367	18,150	V-NR	E
K	CLASSROOMS	50982	1,920	V-NR	E
L	CLASSROOMS	61367	5,712	V-NR	E
M	CLASSROOMS	02-104346	2,880	V-NR	E
N	CLASSROOMS	50982	20,552	V-NR	E
O	CLASSROOMS	58704	7,680	V-NR	E
P	CLASSROOMS	67924	4,800	V-NR	E
Q	SNACK BAR	02-109941	1,435	V-B	B
R	EQUIPMENT STORAGE	02-109941	837	III-B	S-2
S	CLASSROOMS	67924	8,947	V-NR	E
T	THEATER	61367	13,164	V-NR	E
U	LIBRARY	61367	6,355	V-NR	E
V	MUSIC	61367	4,454	V-NR	E
W	CLASSROOMS	59763	2,880	V-NR	E
X	CLASSROOMS	59763	2,880	V-NR	E
Y	CLASSROOMS	55410	3,829	V-NR	E
Z	RESTROOMS	02-109941	960	V-B	B
ZA	PRESSBOX	02-109941	240	V-B	B
ZB	STORAGE	02-109941	272	III-B	S-2
ZC	STORAGE	02-109941	330	III-B	S-2
ZZ	STORAGE	02-109941	1200	III-B	S-2

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP. 02-117487 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 11/08/2019

DIVISION OF THE STATE ARCHITECT

PHASE 1 - PARTIAL EXTERIOR PAINT
CENTER HIGH SCHOOL MODERNIZATION

3111 Center Court Lane
Antelope, CA 95844

Center Joint Unified School District

BID NO. 23-02

CONSULTANT

nacht&lewis
600 Q Street, Suite 100
Sacramento, CA 95811
www.nachtlewis.com
916.329.4000

LICENSED ARCHITECT
BRIAN J. MAHER
No. C-26867
RENEWAL DATE: 1/31/21
STATE OF CALIFORNIA

ARCHITECT

REVISIONS

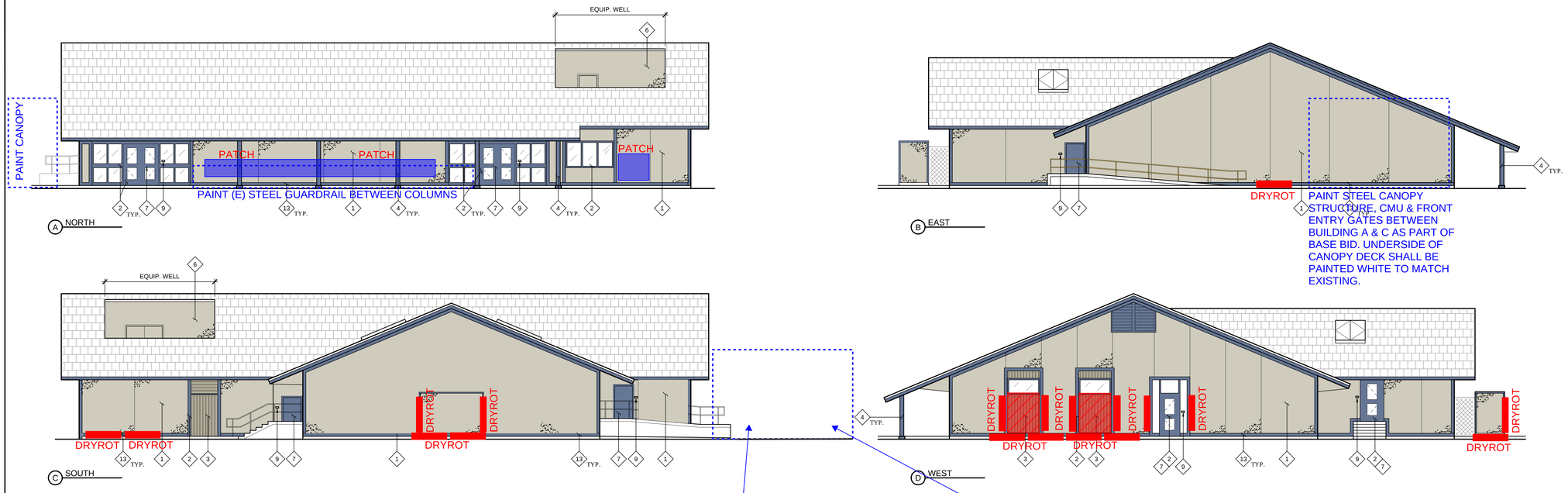
NO.	DESCRIPTION	DATE
01	CONCEPTUAL DESIGN SET	06/04/18
02	50% SD	07/16/18
03	100% SD	08/03/18
04	100% DD	10/11/18
05	50% CD	01/14/19
06	95% CD	02/08/19
07	DSA SUBMITTAL SET	03/29/19
08	DSA APPROVAL SET	11/08/19

DATE: 8/14/2023
JOB NO.: Y1826.00
SHEET TITLE

OVERALL SITE PLAN

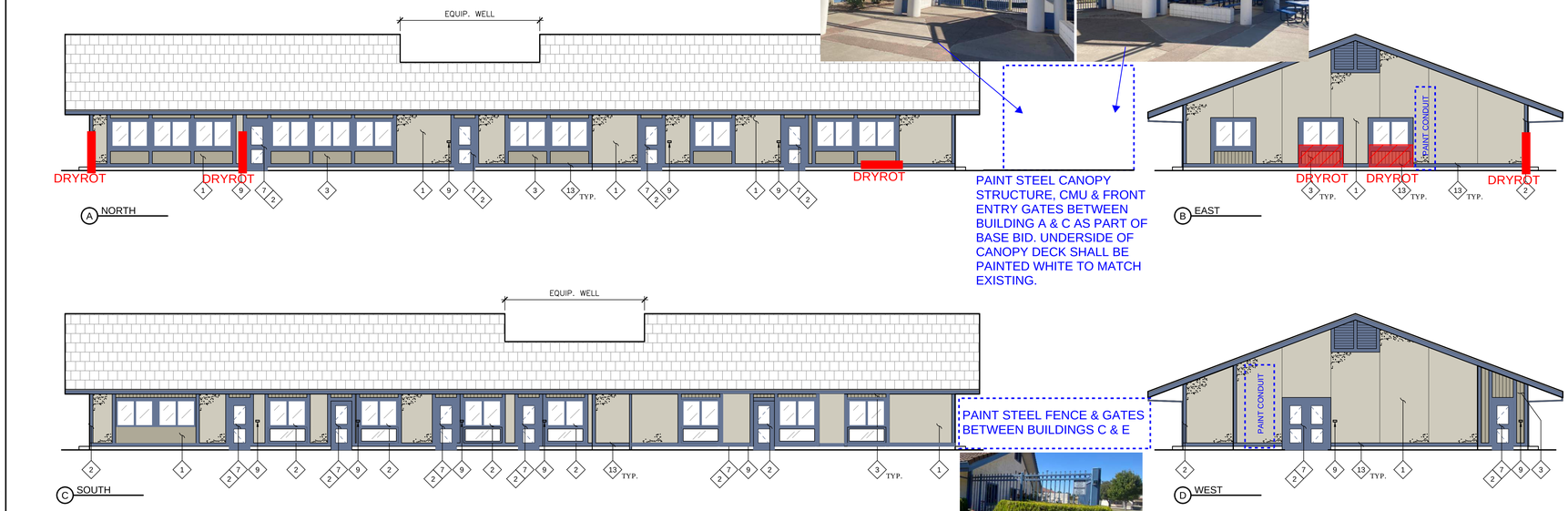
SHEET NO.

A000



1 EXTERIOR ELEVATIONS - BUILDING A BID ALTERNATE NO. 1

SCALE : 1/8" = 1'-0"



2 EXTERIOR ELEVATIONS - BUILDING C BASE BID SCOPE

SCALE : 1/8" = 1'-0"

AREAS OF IDENTIFIED DRY ROT REPAIR TO BE INCLUDED IN BASE BID - ALLOWANCE SHALL BE USED FOR ADDITIONAL REPAIRS NOT IDENTIFIED HEREIN:

DRYROT — REMOVE & REPLACE +/-4 LINEAR FEET OF 2" X 6" OR 2" X 8" TRIM BOARD WITH NEW REDWOOD TRIM BOARD OF MATCHING SIZE. PRIME & PAINT.

DRYROT — REMOVE & REPLACE T-111 ROUGH SAWN CEDAR INFILL PANEL AND ASSOCIATED WOOD TRIM WITH NEW TO MATCH EXISTING. PRIME & PAINT.

PATCH — PATCH & REPAIR PORTIONS OF GOUGED & FLAKING CEMENT PLASTER FINISH. SCRAPE ALL LOOSE MATERIAL AND PROVIDE NEW PATCH COAT TO BEST MATCH EXISTING FINISH. PRIME & PAINT.

KEYNOTES:

THESE KEYNOTE APPLY TO THE WORK OF THIS PHASE 1 PAINTING PROJECT. PREP & PAINT PER KEYNOTES HERE AND PER THE REQUIREMENTS OF SPEC. SECTION 09 90 00.

THESE KEYNOTES APPLY TO THIS SHEET ONLY.

1. (N) PAINT AT (E) BUILDING EXTERIORS. PRIME ALL SURFACES PRIOR TO PAINT. PAINT ALL EXPOSED CONDUIT, DOWNSPOUTS, ETC. TO MATCH ADJ. SURFACE.
2. PAINT BUILDING TRIM, WINDOW FRAMES, AND DOOR FRAMES.
3. (E) WOOD SIDING - PATCH ALL DAMAGED OR ROTTED WOOD SIDING PRIOR TO PRIMING AND PAINTING.
4. PAINT (E) METAL COLUMNS AND DOWNSPOUTS (WHERE APPLICABLE).
5. PAINT WALLS AT CLEARSTORY WINDOWS.
6. PAINT WALLS AT MECHANICAL WELLS.
7. PAINT DOOR (INSIDE AND OUT), FRAME, AND INTERMEDIATE MULLION WHERE OCCURS.
8. (E) HVAC UNIT - DO NOT PAINT.
9. ~~(N) EXTERIOR ROOM IDENTIFICATION SIGN. SEE DETAIL 10/A704. SEE DETAIL 6/A704 FOR INFORMATION REGARDING MOUNTING SIGN AT GLAZING.~~ NOT USED
10. (E) WALL MURAL TO REMAIN. PRIME AND PAINT ALL AROUND AND PROTECT MURAL IN PLACE.
11. (E) WINDOW SECURITY BARS - SAND LOOSE PAINT, CLEAN AND PAINT.
12. (E) METAL REVEALS - SAND LOOSE PAINT, CLEAN, AND PAINT.
13. PATCH / REPLACE ALL DAMAGED AND ROTTED OUT WOODEN BUILDING TRIM PRIOR TO PAINTING.
14. PAINT OVER (E) MURAL
15. ~~(N) 5" METAL EXTERIOR LETTER SIGNAGE. SEE SIGNAGE SPEC 10 14 00 FOR FONT AND COLOR INFORMATION.~~ NOT USED
16. ~~(N) 12" METAL EXTERIOR LETTER SIGNAGE. SEE SIGNAGE SPEC 10 14 00 FOR FONT AND COLOR INFORMATION.~~ NOT USED
17. (E) WOOD VISION PANELS - PROTECT HVAC UNITS IN PLACE AND PRIME AND PAINT.
18. TO PREVENT FURTHER CRACKING, PLASTER WALL TO BE PAINTED WITH ELASTOMERIC PAINT. CRACKS THAT WILL NOT BE COVERED BY PAINT TO BE FILLED PRIOR TO PRIMING AND PAINTING.
19. (E) CERAMIC TILE ON BUILDING EXTERIOR TO REMAIN. PROTECT IN PLACE AND CLEAN TILE AND GROUT THOROUGHLY.

GENERAL SHEET NOTES:

1. THOROUGHLY POWER WASH AND CLEAN ALL SURFACES RECEIVING NEW PAINT. PRIME AND PREPARE ALL SURFACES, FILL CRACKS, VOIDS AND HOLES WITH MATERIAL SUITABLE TO SUBSTRATE. SCRAPE AND SAND LOOSE AND PEELING PAINT. SEE SPECIFICATIONS FOR ADDITIONAL SURFACE PREP INSTRUCTIONS AND INFORMATION. CONTRACTOR TO PROVIDE ALLOWANCE FOR ONE BODY COLOR AND ONE ACCENT TRIM COLOR SEE LEGEND FOR COLORS. CONTRACTOR IS RESPONSIBLE TO CLEAN ALL PAINT OVER-SPRAY.
2. PAINT ALL EXISTING PAINTED EXTERIOR SURFACES INCLUDING, BUT NOT LIMITED TO THE FOLLOWING (SEE SPECIFICATION SECTIONS FOR ADDITIONAL SCOPE INFORMATION):
   - WALLS, INCLUDING FOUNDATION STEM WALLS TO GRADE OR PAVING
   - WALL LOUVERS
   - FASCIAS, GUTTERS, AND DOWNSPOUTS
   - CAP & EDGE FLASHINGS
   - CANOPIES INCLUDING UNDERSIDES
   - EXTENDED ROOF OVERHANGS AND COVERED WALKS INCLUDING UNDERSIDES
   - WINDOW FRAMES
   - INTERIOR & EXTERIOR SURFACES OF EXTERIOR DOORS AND DOOR FRAMES
   - DOOR MULLIONS AT PAIR DOORS
   - PAINTED INFILL PANELS AT WINDOW LOCATIONS
   - MISCELLANEOUS TRIM AND MOLDINGS
   - PAINTED ORNAMENTAL IRON FENCING AND GATES
   - ~~RELOCATABLE CLASSROOM BUILDINGS AND SKIRTS~~
   - RELIEF AIR VENTS, EXHAUST FANS & OTHER MECHANICAL ITEMS EXPOSED TO VIEW AND IDENTIFIED ON THESE DRAWINGS
   - OTHER ITEMS SPECIFICALLY IDENTIFIED ON THE DRAWINGS
3. DO NOT PAINT MISCELLANEOUS OUT-BUILDINGS, "TUFF SHEDS", STEEL "CONEX" STORAGE CONTAINERS OR OTHER STORAGE BUILDINGS U.O.N.
4. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO PAINTING.
5. PAINT ALL CONDUIT TO MATCH ADJACENT SURFACE COLOR U.O.N.
6. REMOVE, PREP, PAINT AND REINSTALL ALL EXTERIOR METAL MESH SECURITY SCREENS AND ANY INTERIOR SECURITY SCREENS VISIBLE FROM THE EXTERIOR.
7. REMOVE EXISTING BUILDING-MOUNTED IDENTIFICATION SIGNAGE AND ROOM IDENTIFICATION SIGNAGE. ALL DECAL SIGNAGE (FIRE EXTINGUISHER LOCATION LABELS) AND OTHER SIGNAGE FROM DOORS OR WALLS TO BE PAINTED. SAND PAINTED DOOR IDENTIFICATION LABELS SMOOTH, PRIME AND PAINT.
8. DO NOT PAINT EXISTING FACTORY FINISHED MATERIALS UNLESS OTHERWISE INDICATED, INCLUDING; WALL -MOUNTED HVAC UNITS, FIRE ALARM STROBE / HORNS, LIGHT FIXTURE BODIES & LENSES, BELLS, SPEAKERS, ETC. EXISTING CAGES AROUND THESE ITEMS, WHERE OCCUR, SHALL BE REMOVED, PREPARED, PAINTED AND REINSTALLED.
9. CLEANLY AND CAREFULLY MASK ALL DOOR HARDWARE NOT BEING REMOVED. ANY NEW PAINT FOUND ON DOOR HARDWARE WILL REQUIRE THE CONTRACTOR TO REMOVE THE HARDWARE COMPONENTS, CLEAN AND REINSTALL AT NO ADDITIONAL COST TO THE OWNER. DO NOT PAINT CLEAR ANODIZED ALUMINUM CONTINUOUS HINGES AT DOORS.

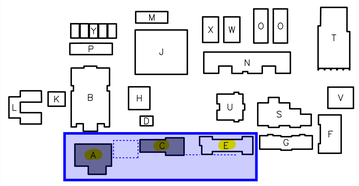
~~10. SEE DOOR SCHEDULE FOR ADDITIONAL SCOPE AT EXTERIOR DOORS.~~

LEGEND:

SEE SHEET A603 FOR PAINT SCHEDULE

- EXT - PT - 1 — PT-1: KELLY MOORE NO. 178 - PLYMOUTH GREY
- EXT - PT - 4 — PT-2: KELLY MOORE NO. 178 - PLYMOUTH GREY
- EXT - PT - 3 — PT-3: KELLY MOORE NO. 306 - NIGHT SKY
- ~~EXT - PT - 4~~ NOT USED
- ~~EXT - PT - 5~~ NOT USED
- (E) PLASTER
- (E) WOOD SIDING
- (E) TILE SIDING
- (E) ROOF TO REMAIN

KEYPLAN



AREA OF PAINT SCOPE

N

IDENTIFICATION STAMP
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BID NO. 23-02

CONSULTANT

nacht&lewis
600 Q Street, Suite 100
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916.329.4000

LICENSED ARCHITECT — BRIAN J. MAY — No. C-26807 — RENEWAL DATE: 1/31/21 — STATE OF CALIFORNIA

ARCHITECT

REVISIONS

NO.	DESCRIPTION	DATE
01	CONCEPTUAL DESIGN SET	06/04/18
02	50% SD	07/16/18
03	100% SD	08/03/18
04	100% DD	10/11/18
05	50% CD	01/14/19
06	95% CD	02/08/19
07	DSA SUBMITTAL SET	03/29/19
08	DSA APPROVAL SET	11/08/19

DATE: 8/14/2023

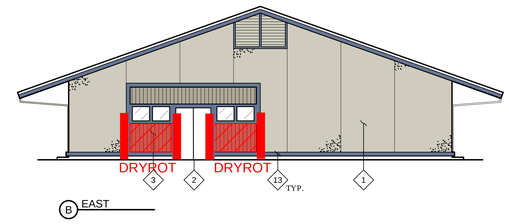
JOB NO.: Y1826.00

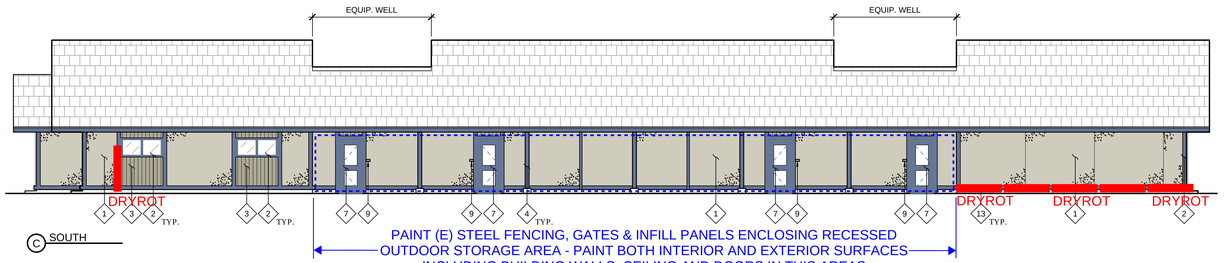
SHEET TITLE

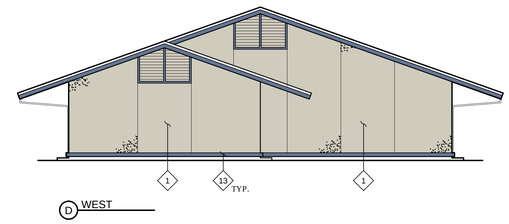
EXTERIOR ELEVATIONS BUILDINGS A & C

SHEET NO.

A500







1 EXTERIOR ELEVATIONS - BUILDING E

SCALE : 1/8" = 1'-0"

BASE BID SCOPE

2 EXTERIOR ELEVATIONS - BUILDING F

SCALE : 1/8" = 1'-0"

AREAS OF IDENTIFIED DRY ROT REPAIR TO BE INCLUDED IN BASE BID - ALLOWANCE SHALL BE USED FOR ADDITIONAL REPAIRS NOT IDENTIFIED HEREIN:

DRYROT — REMOVE & REPLACE +/-4 LINEAR FEET OF 2" X 6" OR 2" X 8" TRIM BOARD WITH NEW REDWOOD TRIM BOARD OF MATCHING SIZE. PRIME & PAINT.

DRYROT — REMOVE & REPLACE T-111 ROUGH SAWN CEDAR INFILL PANEL AND ASSOCIATED WOOD TRIM WITH NEW TO MATCH EXISTING. PRIME & PAINT.

PATCH — PATCH & REPAIR PORTIONS OF GOUGED & FLAKING CEMENT PLASTER FINISH. SCRAPE ALL LOOSE MATERIAL AND PROVIDE NEW PATCH COAT TO BEST MATCH EXISTING FINISH. PRIME & PAINT.

KEYNOTES:

THESE KEYNOTE APPLY TO THE WORK OF THIS PHASE 1 PAINTING PROJECT. PREP & PAINT PER KEYNOTES HERE AND PER THE REQUIREMENTS OF SPEC. SECTION 09 90 00.

THESE KEYNOTES APPLY TO THIS SHEET ONLY.

1. (N) PAINT AT (E) BUILDING EXTERIORS. PRIME ALL SURFACES PRIOR TO PAINT. PAINT ALL EXPOSED CONDUIT, DOWNSPOUTS, ETC. TO MATCH ADJ. SURFACE.
2. PAINT BUILDING TRIM, WINDOW FRAMES, AND DOOR FRAMES.
3. (E) WOOD SIDING - PATCH ALL DAMAGED OR ROTTED WOOD SIDING PRIOR TO PRIMING AND PAINTING.
4. PAINT (E) METAL COLUMNS AND DOWNSPOUTS (WHERE APPLICABLE).
5. PAINT WALLS AT CLEARSTORY WINDOWS.
6. PAINT WALLS AT MECHANICAL WELLS.
7. PAINT DOOR (INSIDE AND OUT), FRAME, AND INTERMEDIATE MULLION WHERE OCCURS.
8. (E) HVAC UNIT - DO NOT PAINT.
9. ~~(N) EXTERIOR ROOM IDENTIFICATION SIGN. SEE DETAIL 10A704. SEE DETAIL 6A704 FOR INFORMATION REGARDING MOUNTING SIGN AT GLAZING.~~ NOT USED
10. (E) WALL MURAL TO REMAIN. PRIME AND PAINT ALL AROUND AND PROTECT MURAL IN PLACE.
11. (E) WINDOW SECURITY BARS - SAND LOOSE PAINT, CLEAN AND PAINT.
12. (E) METAL REVEALS - SAND LOOSE PAINT, CLEAN, AND PAINT.
13. PATCH / REPLACE ALL DAMAGED AND ROTTED OUT WOODEN BUILDING TRIM PRIOR TO PAINTING.
14. PAINT OVER (E) MURAL
15. ~~(N) 9" METAL EXTERIOR LETTER SIGNAGE. SEE SIGNAGE SPEC 10 14 00 FOR FONT AND COLOR INFORMATION.~~ NOT USED
16. ~~(N) 12" METAL EXTERIOR LETTER SIGNAGE. SEE SIGNAGE SPEC 10 14 00 FOR FONT AND COLOR INFORMATION.~~ NOT USED
17. (E) WOOD VISION PANELS - PROTECT HVAC UNITS IN PLACE AND PRIME AND PAINT.
18. TO PREVENT FURTHER CRACKING, PLASTER WALL TO BE PAINTED WITH ELASTOMERIC PAINT. CRACKS THAT WILL NOT BE COVERED BY PAINT TO BE FILLED PRIOR TO PRIMING AND PAINTING.
19. (E) CERAMIC TILE ON BUILDING EXTERIOR TO REMAIN. PROTECT IN PLACE AND CLEAN TILE AND GROUT THOROUGHLY.

GENERAL SHEET NOTES:

1. THOROUGHLY POWER WASH AND CLEAN ALL SURFACES RECEIVING NEW PAINT. PRIME AND PREPARE ALL SURFACES, FILL CRACKS, VOIDS AND HOLES WITH MATERIAL SUITABLE TO SUBSTRATE. SCRAPE AND SAND LOOSE AND PEELING PAINT. SEE SPECIFICATIONS FOR ADDITIONAL SURFACE PREP INSTRUCTIONS AND INFORMATION. CONTRACTOR TO PROVIDE ALLOWANCE FOR ONE BODY COLOR AND ONE ACCENT TRIM COLOR - SEE LEGEND FOR COLORS. CONTRACTOR IS RESPONSIBLE TO CLEAN ALL PAINT OVER-SPRAY.
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   - WALL LOUVERS
   - FASCIAS, GUTTERS, AND DOWNSPOUTS
   - CAP & EDGE FLASHINGS
   - CANOPIES INCLUDING UNDERSIDES
   - EXTENDED ROOF OVERHANGS AND COVERED WALKS INCLUDING UNDERSIDES
   - WINDOW FRAMES
   - INTERIOR & EXTERIOR SURFACES OF EXTERIOR DOORS AND DOOR FRAMES
   - DOOR MULLIONS AT PAIR DOORS
   - PAINTED INFILL PANELS AT WINDOW LOCATIONS
   - MISCELLANEOUS TRIM AND MOLDINGS
   - PAINTED ORNAMENTAL IRON FENCING AND GATES
   - ~~RELOCATABLE CLASSROOM BUILDINGS AND SKIRTS~~
   - RELIEF AIR VENTS, EXHAUST FANS & OTHER MECHANICAL ITEMS EXPOSED TO VIEW AND IDENTIFIED ON THESE DRAWINGS
   - OTHER ITEMS SPECIFICALLY IDENTIFIED ON THE DRAWINGS
3. DO NOT PAINT MISCELLANEOUS OUT-BUILDINGS, "TUFF SHEDS", STEEL "CONEX" STORAGE CONTAINERS OR OTHER STORAGE BUILDINGS U.O.N.
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5. PAINT ALL CONDUIT TO MATCH ADJACENT SURFACE COLOR U.O.N.
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9. CLEANLY AND CAREFULLY MASK ALL DOOR HARDWARE NOT BEING REMOVED. ANY NEW PAINT FOUND ON DOOR HARDWARE WILL REQUIRE THE CONTRACTOR TO REMOVE THE HARDWARE COMPONENTS, CLEAN AND REINSTALL AT NO ADDITIONAL COST TO THE OWNER. DO NOT PAINT CLEAR ANODIZED ALUMINUM CONTINUOUS HINGES AT DOORS.

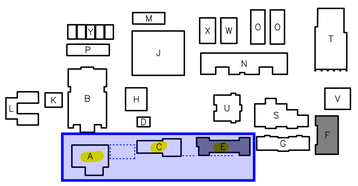
~~10. SEE DOOR SCHEDULE FOR ADDITIONAL SCOPE AT EXTERIOR DOORS.~~

LEGEND:

SEE SHEET A603 FOR PAINT SCHEDULE

- EXT - PT - 1 — PT-1: KELLY MOORE NO. 178 - PLYMOUTH GREY
- EXT - PT - 4 — PT-2: KELLY MOORE NO. 178 - PLYMOUTH GREY
- EXT - PT - 3 — PT-3: KELLY MOORE NO. 306 - NIGHT SKY
- ~~EXT - PT - 4~~ NOT USED
- ~~EXT - PT - 5~~ NOT USED
- (E) PLASTER
- (E) WOOD SIDING
- (E) TILE SIDING
- (E) ROOF TO REMAIN

KEYPLAN



AREA OF PAINT SCOPE

N

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP. 02-117487 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
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DIVISION OF THE STATE ARCHITECT

PHASE 1 - PARTIAL EXTERIOR PAINT
CENTER HIGH SCHOOL MODERNIZATION

3111 Center Court Lane
Antelope, CA 95844

Center Joint Unified School District

BID NO. 23-02

CONSULTANT

nacht&lewis
600 Q Street, Suite 100
Sacramento, CA 95811
www.nachtlewis.com
916.329.4000

REGISTERED ARCHITECT — JOHN T. MATTHEW — No. C-26887 — RENEWAL DATE: 1/31/21 — STATE OF CALIFORNIA

ARCHITECT

REVISIONS

NO.	DESCRIPTION	DATE
01	CONCEPTUAL DESIGN SET	06/04/18
02	50% SD	07/16/18
03	100% SD	08/03/18
04	100% DD	10/11/18
05	50% CD	01/14/19
06	95% CD	02/08/19
07	DSA SUBMITTAL SET	03/29/19
08	DSA APPROVAL SET	11/08/19

DATE: 8/14/2023

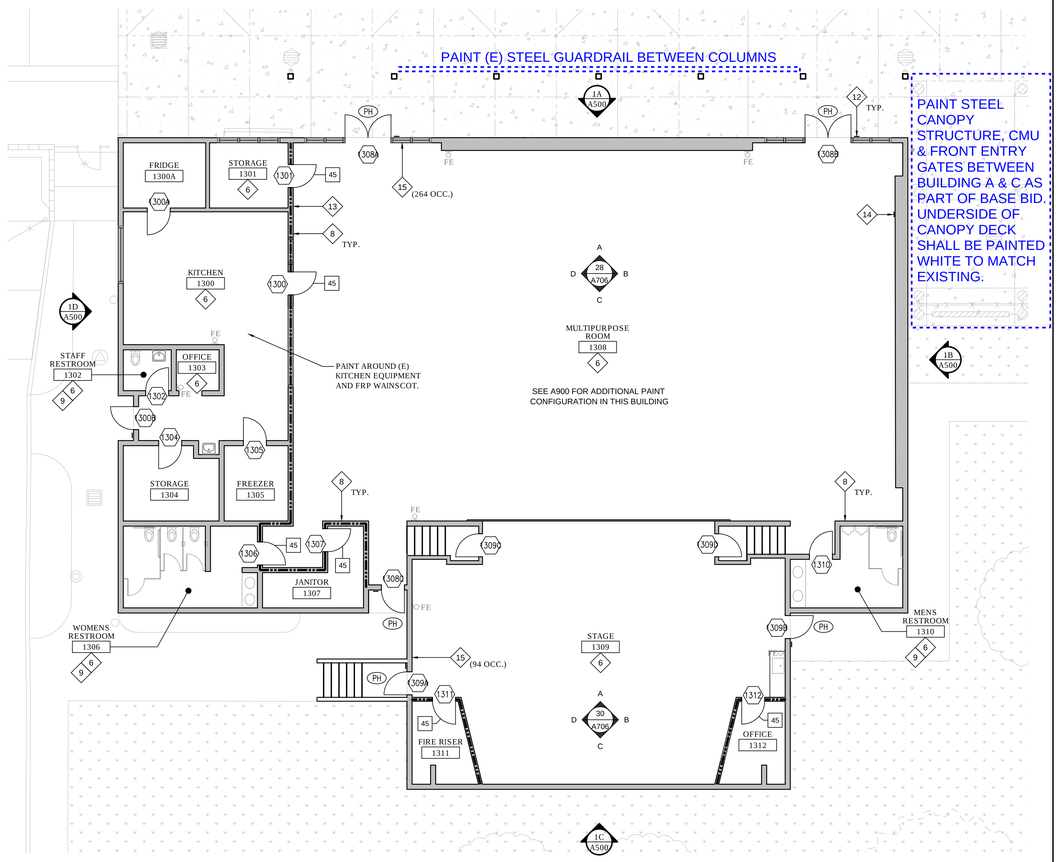
JOB NO.: Y1826.00

SHEET TITLE

EXTERIOR ELEVATIONS
BUILDINGS
E ~~& F~~

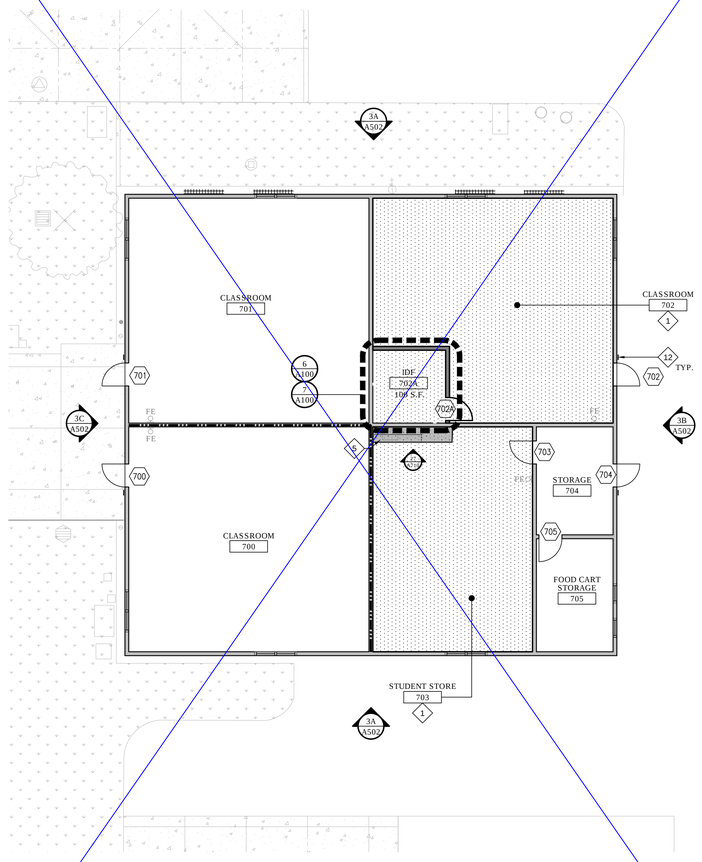
SHEET NO.

A503



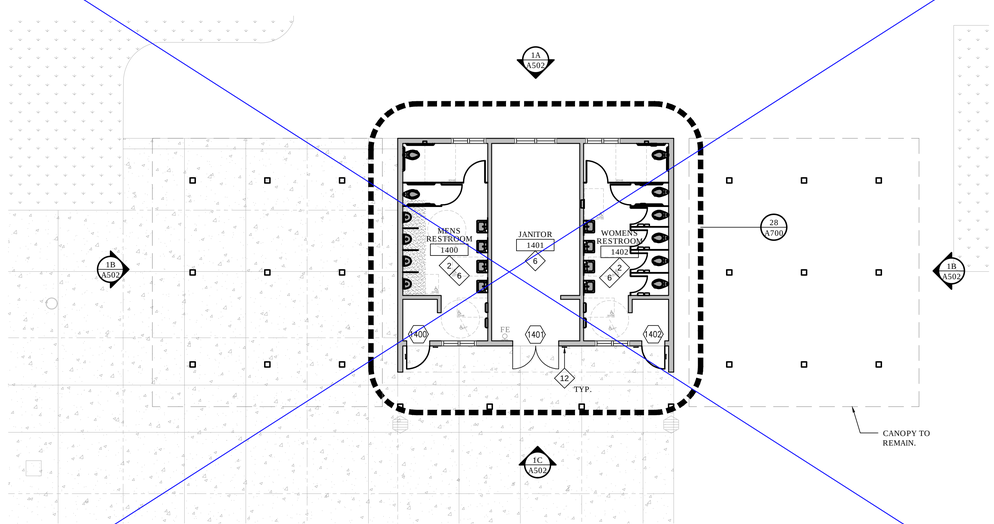
28 FLOOR PLAN - BUILDING A BID ALTERNATE NO. 1

SCALE: 1/8" = 1'-0"



13 FLOOR PLAN - BUILDING H

SCALE: 1/8" = 1'-0"

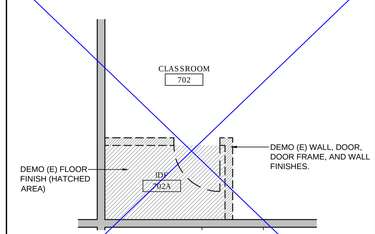


26 FLOOR PLAN - BUILDING D

SCALE: 1/8" = 1'-0"

12 NOT USED

SCALE: N.T.S.

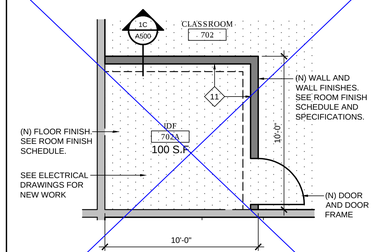


7 ENLARGED DEMO FLOOR PLAN

SCALE: 1/4" = 1'-0"

11 NOT USED

SCALE: N.T.S.



6 ENLARGED FLOOR PLAN

SCALE: 1/4" = 1'-0"

KEYNOTES:

THESE KEYNOTES APPLY TO THIS SHEET ONLY.

1. DEMO (E) CARPET SYSTEM AND INSTALL (N). REMOVE (E) WALL BASE AND REPLACE WITH (N) IN AREAS RECEIVING (N) CARPET. SEE SPECIFICATION SECTION 09 68 00 FOR ADDITIONAL INFORMATION.
2. DEMO (E) FLOOR FINISH TO COMPLETE NEW WORK. INSTALL (N) FLOOR TO MATCH ADJACENT UNLESS OTHERWISE NOTED IN FINISH SCHEDULE.
3. (E) TILE FLOOR TO REMAIN, PROTECT IN PLACE.
4. (N) EPOXY FLOORING AND COVED BASE, SEE SPECIFICATION SECTION 09 96 56.
5. REMOVE PORTION OF (E) CASEWORK AND INSTALL (N) AS SHOWN ON CASEWORK ELEVATION SHEETS A710 AND A711.
6. PAINT (E) WALLS, DOORS, DOOR FRAMES, WINDOW FRAMES, AND TRIM AS NOTED IN THE FINISH SCHEDULE. SEE SHEETS A602 AND A603.
7. (E) VINYL WALL COVERING FINISH - PATCH AND REPAIR DAMAGED AREAS AND PAINT PER INTERIOR ELEVATIONS AND FINISH SCHEDULE.
8. PATCH AND REPAIR (E) WOOD WAINSCOT PANELING PRIOR TO PAINTING. FILL SMALL HOLES AND CRACKS PER SPECIFICATIONS.
9. (E) TILE WAINSCOT TO REMAIN. CLEAN TILE AND GROUT THOROUGHLY.
10. PAINT (E) SHELVING IN PLACE.
11. (N) 3/4" PLYWOOD OVER GYP. BD. FINISH.
12. (N) EXTERIOR ROOM ID SIGN, SEE DETAIL 10/A704. SEE DOOR SCHEDULE ON SHEETS A600 AND A601.
13. (N) ASSISTIVE LISTENING DEVICE SIGN, SEE DETAIL 1/A704. SEE DOOR SCHEDULE ON SHEETS A600 AND A601.
14. (E) OCCUPANCY LOAD SIGN TO REMAIN.
15. (N) OCCUPANCY LOAD SIGN MOUNTED ABOVE DOOR AT 8'-0" A.F.F. THE NUMBER OF OCCUPANTS IS IDENTIFIED NEXT TO THE KEYNOTE. SEE DETAIL 30/A109.

GENERAL NOTES:

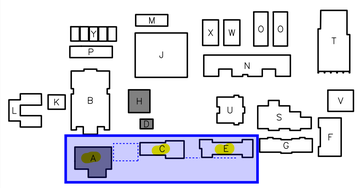
THESE NOTES APPLY TO THIS SHEET ONLY.

1. SEE FINISH SCHEDULE ON SHEETS A602 AND A603 AND FINISH PLANS ON SHEETS A900 AND A901 FOR SCOPE AND LOCATIONS OF NEW WORK.
2. SEE A500 - A510 FOR WORK ON EXTERIOR ELEVATIONS.
3. CLEAN, PRIME AND PREPARE ALL SURFACES RECEIVING PAINT. REMOVE OR PROTECT WALL MOUNTED EQUIPMENT IN PLACE PRIOR TO PAINTING.
4. WHERE NEW SIGNS ARE INDICATED ON PLANS TO BE PROVIDED, CONTRACTOR SHALL REMOVE ALL EXISTING ROOM ID SIGNS AND PROVIDE NEW AS INDICATED.
5. ALL NEW DOORS TO COMPLY WITH REQUIREMENTS OF PANIC HARDWARE AND RATING, TYPICAL ALL FLOOR PLANS.

LEGEND:

- NEW CARPET - SPECIFICATION SECTION 09 68 00
- NEW WALK OFF CARPET - SPECIFICATION SECTION 09 68 00
- DEMOLISH PORTION OF CASEWORK. SEE A706 FOR AREAS THAT INCLUDE COUNTERTOP AND OTHER CASEWORK DEMOLITION. SEE A706 FOR LOCATIONS NEEDING NEW CASEWORK, COUNTERTOPS AND/OR HARDWARE.
- (N) WALLS. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
- (E) 1-HR. FIRE RATED WALLS - NEW DOORS OR DOOR INFILL WALLS ALONG A FIRE-RATED WALL SHALL ALSO BE RATED TO MATCH (E) ADJ.
- (N) DOOR, SEE DOOR SCHEDULE ON SHEETS A600 AND A601.
- PH — DOOR WITH NEW PANIC HARDWARE, SEE SHEETS A600, A601 AND HARDWARE GROUPS WITHIN SPEC SECTION 08 71 00.

KEYPLAN



THIS SHEET PROVIDED FOR REFERENCE ONLY

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP. 02-117487 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 11/08/2019

DIVISION OF THE STATE ARCHITECT

PHASE 1 - PARTIAL EXTERIOR PAINT
CENTER HIGH SCHOOL MODERNIZATION

3111 Center Court Lane
Antelope, CA 95844

Center Joint Unified School District

BID NO. 23-02

CONSULTANT

nacht&lewis
600 Q Street, Suite 100
Sacramento, CA 95811
www.nachtlewis.com
916.329.4000

LICENSED ARCHITECT — RALPH E. NACHT — No. C-28837 — RENEWAL DATE: 1/31/21 — STATE OF CALIFORNIA

ARCHITECT

REVISIONS

NO.	DESCRIPTION	DATE
01	CONCEPTUAL DESIGN SET	06/04/18
02	50% SD	07/16/18
03	100% SD	08/03/18
04	100% DD	10/11/18
05	50% CD	01/14/19
06	95% CD	02/08/19
07	DSA SUBMITTAL SET	03/29/19
08	DSA APPROVAL SET	11/08/19

DATE: 8/14/2023

JOB NO.: Y1826.00

SHEET TITLE

FLOOR PLANS
BUILDINGS
A, ~~D~~, ~~H~~

SHEET NO.

A100

30 NOT USED
SCALE: N.T.S.

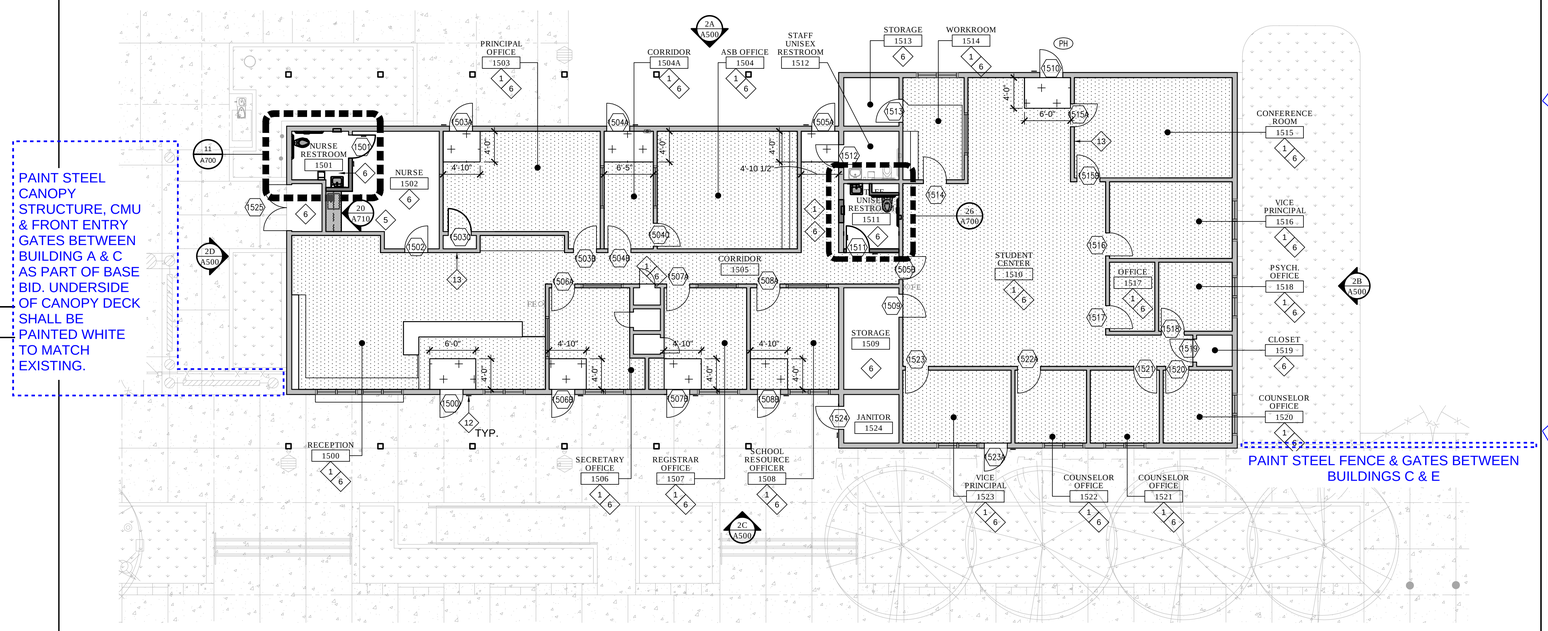
25 NOT USED
SCALE: N.T.S.

20 NOT USED
SCALE: N.T.S.

15 NOT USED
SCALE: N.T.S.

10 NOT USED
SCALE: N.T.S.

29 NOT USED
SCALE: N.T.S.

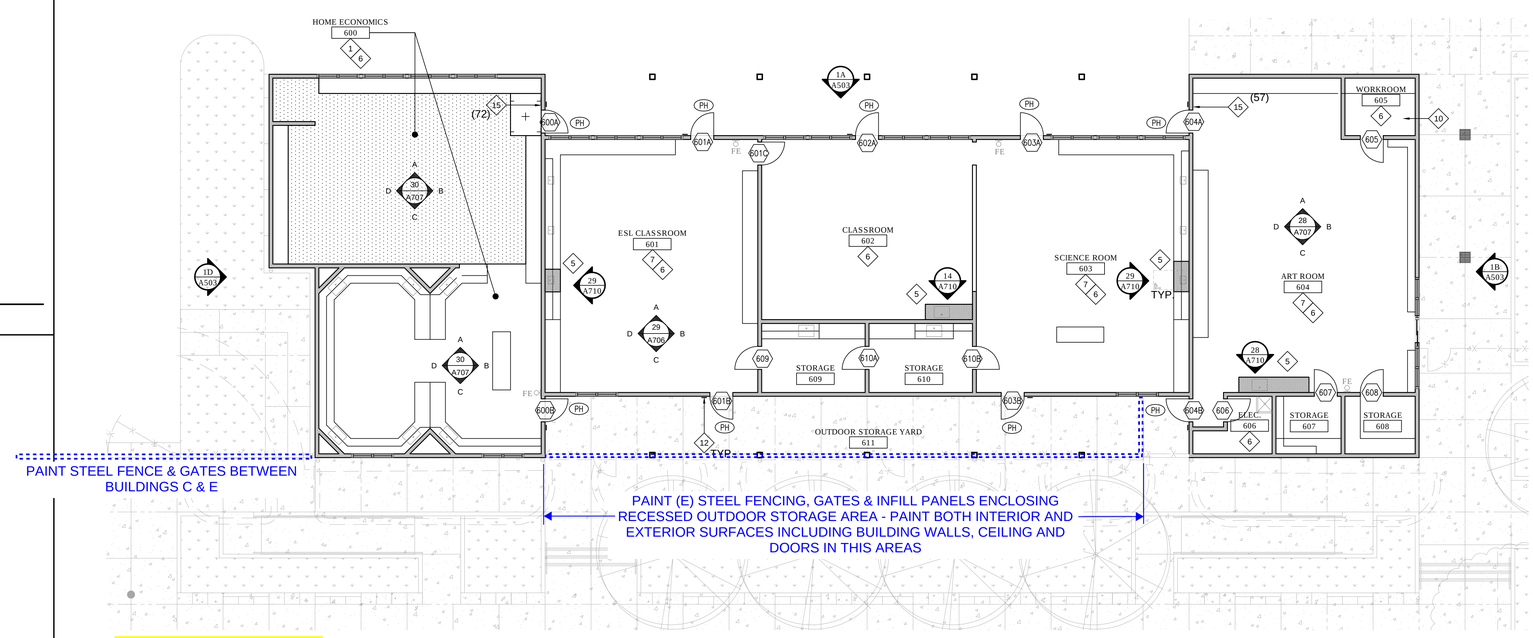


23 FLOOR PLAN - BUILDING C BASE BID SCOPE
SCALE: 1/8" = 1'-0"

SEE A901 FOR ADDITIONAL PAINT CONFIGURATION IN THIS BUILDING

28 NOT USED
SCALE: N.T.S.

27 NOT USED
SCALE: N.T.S.



26 NOT USED
SCALE: N.T.S.

21 FLOOR PLAN - BUILDING E BASE BID SCOPE
SCALE: 1/8" = 1'-0"

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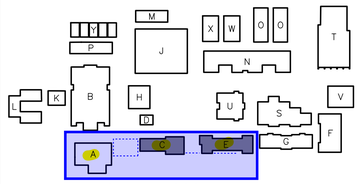

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BID NO. 23-02

CONSULTANT

nacht&lewis
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Sacramento, CA 95811
www.nachtlewis.com
916.329.4000

LICENSED ARCHITECT — BRIAN J. MAHON — No. C-28887 — RENEWAL DATE: 1/31/21 — STATE OF CALIFORNIA

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08	DSA APPROVAL SET	11/08/19

DATE: 8/14/2023
JOB NO.: Y1826.00
SHEET TITLE

FLOOR PLAN
BUILDINGS
C & E

SHEET NO.

A102