



BID PACKAGE

Bid No. 2425-07 Interior Painting at Multiple Schools

Mandatory Bidder's Conference: May 14, 2025, at 4:00:00 PM

RFI Due Date: May 16, 2025, at 10:00:00 AM

District RFI Response (Via Addendum) Date: May 19, 2025

Bid Opening Date: Thursday, May 22, 2025, at 10:00:00 AM
Del Mar Union School District, 11232 El Camino Real, San Diego, CA 92130

DMUSD CONTACT:

Marley Nelms, Director of Business Support Services (858) 523-6191, FAX: (858) 755-4361

CONTENTS

Interior Painting at Multiple Schools
Bid No. 2425-07

Notice Inviting Bids..... Page 3

Quick Reference Page..... Page 4

Instructions for Bidders..... Page 5

**** Bid Form..... Page 13**

**** References..... Page 15**

**** Bid Bond..... Page 16**

**** Designation of Subcontractors..... Page 17**

**** DIR Certification..... Page 18**

**** Contractor’s Statement for Maintaining A Drug-Free Workplace..... Page 19**

**** Workers' Compensation Certificate..... Page 20**

**** Noncollusion Declaration..... Page 21**

**** California (CARB) Certificate..... Page 22**

Agreement..... Page 23

Certification of Employee Background..... Page 26

Performance Bond..... Page 27

Payment Bond for Public Works..... Page 28

Special Conditions..... Page 29

Scope of Work & Specifications..... Exhibit A

General Conditions..... Exhibit B

**** MUST BE COMPLETED AND RETURNED FOR BID OPENING. THE REST OF THE BID
PACKAGE SHOULD BE KEPT FOR YOUR INFORMATION.**

NOTICE INVITING BIDS
BID 2425-05 Shade Structure Installation at Pacific Sky School

NOTICE IS HEREBY GIVEN that the Del Mar Union School District of San Diego County, California (“District”), acting by and through its Board of Education (“Board”), will receive up to but not later than **10:00:00 AM, May 22, 2025**, sealed bids for the award of a contract(s) for:

BID 2425-07 Interior Painting at Multiple Schools

District has elected to become subject to the alternative bidding procedures set forth in the California Uniform Public Construction Cost Accounting Act (“CUPCAA”), Public Contract Code section 22000 et seq., with respect to public projects, as that term is defined in Public Contract Code section 22002(c). This Project is subject to CUPCAA’s informal bidding procedures per Public Contract Code section 22032(c). Accordingly, notice is being given in accordance with the provisions of Public Contract Code section 22037. Further, the contract will be awarded and/or the bids rejected in accordance with CUPCAA.

Each bid must conform and be responsive to the bid documents. All interested parties may obtain bid documents from Marley Nelms via email request to mnelms@dmusd.org. Each bid shall be accompanied by a 10% bid bond, based on base bid amount, and other required contract documents as specified in the bid document.

Bids shall be received **Attention Marley Nelms, Business Support Services department of the Del Mar Union School District located at 11232 El Camino Real, CA 92130**. Responses must be sealed and clearly marked **“BID 2425-07 Interior Painting at Multiple Schools”**. Facsimile or electronic copies of the bid will not be accepted. It is the bidder’s responsibility to ensure its bid is received by the date and time specified above. Any bid received in the Business Support Services Department after this date and time shall be deemed non-responsive and returned to the proposer unopened.

The District will conduct **one (1) Mandatory Bidder’s Conference to held at 4:00:00PM on Wednesday, May 14, 2025**, beginning at Ashley Falls School, 13030 Ashley Falls Drive, San Diego, CA 92130.

All attendees shall be required to sign-in. An attendance sign-in sheet will be provided. There will be no exceptions.

Specifications may be examined and obtained at no charge from the District’s webpage: <https://www.dmusd.org/Departments/Business-Services/Purchasing/Bid-Opportunities>

The Contractor and any subcontractor(s) shall pay not less than the specified prevailing wage rates to all workers employed by them in the execution of this contract. See the Department of Industrial Relations website <http://www.dir.ca.gov> for prevailing wage rate information. The Contractor shall post a copy of the determination of prevailing rate of wages at each job site.

Each bidder shall possess at the time of bid opening the following valid and active California Contractors licenses: **C-33 Painting and Decorating** license, pursuant to Public Contract Code §3300. The successful bidder must maintain the licenses throughout the duration of this contract and its renewals, if any. Lack of valid licenses will result in disqualification and termination.

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

The District shall award to the lowest bidder and act as the sole judge as to the merit and qualifications of the services offered. The District reserves the right to reject any and all bids or to waive irregularities in any bid.

Publication of Notice: May 9, 2025

QUICK REFERENCE PAGE

Bid Number.....2425-07

Bid Name.....Interior Painting at Multiple Schools

Publication of Notice.....May 9, 2025

Mandatory Bidder's Conference Date & Time.....May 14, 2025, at 4:00:00PM

Mandatory Bidder's Conference Location.....

- Ashley Falls School 13030 Ashley Falls, Dr., San Diego, CA 92130

Deadline for Questions or Inquiries (RFI).....May 16, 2025

Submit Questions (Subject: RFI BID 2425-07) to.....mnelms@dmusd.org

Final Addendum.....May 19, 2025

Bid Deadline.....May 22, 2025, by 10:00:00AM

License Eligible to Bid.....CSLB Class C-33 Painting and Decorating Contractor

Estimated Board Award.....May 28, 2025

Number of Contracts to be Awarded.....(Up to as many as four (4))

INSTRUCTIONS FOR BIDDERS

1. **Preparation of Bid Form.** The District invites bids on the bid form to be submitted at such time and place as is stated in the Notice to Contractors Calling for Bids. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. **Bid Security.** Each bid shall be accompanied by a certified or cashier's check payable to the District, or a satisfactory bid bond in favor of the District executed by the bidder as principal and an admitted surety approved to conduct business in the State of California as surety, in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the award of the contract to the bidder
3. **Review of Plans and Specifications.** Each bidder, at its own expense and prior to submitting its bid, shall thoroughly review and become familiar with all of the plans and specifications for the Project. A bidder is required to review the plans and specifications only in its capacity as a contractor, not as a licensed design professional. Each bidder must report to the District any errors or omissions in the plans and specifications revealed through such review.
4. **Examination of Project Site and Contract Documents.** These Instructions for Bidders do not constitute a comprehensive statement of all requirements applicable to the Project; therefore, each bidder shall thoroughly examine and become familiar with the drawings, specifications, form of agreement, forms of the required bonds, insurance endorsements and other "Contract Documents" defined in the Form of Agreement. A bidder's failure to obtain and/or thoroughly examine any drawing, specification, form, instrument, addendum or other contract document, or to visit the site and become acquainted with conditions there- existing, shall not relieve the bidder from any obligations with respect to its bid or the contract. The submission of a bid shall be taken as a representation and warranty by the bidder that it has complied with the requirements of this Section. At no time after submitting a bid may the bidder dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done in connection with the Project.
5. **Interpretation of Contract Documents.** If a bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the drawings and specifications, the bidder may submit to the District a written request for an interpretation or correction thereof. The bidder submitting the request shall be responsible for its prompt delivery. Prior to the opening of bids, interpretations or corrections of the Contract Documents will be made only by addendum duly issued by the architect. Copies of each addendum will be mailed or delivered to each contractor that has obtained a copy of the bid documents. No person is authorized to provide any oral interpretation of any provision in the Contract Documents, and no oral interpretation shall be binding on the District. If discrepancies in or conflicts between the drawings and specifications are not addressed in any addenda, the bidder shall include in its bid the methods of construction and/or materials resulting in the higher bid amount.
6. **Agreements and Bonds.** The Agreement form which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds which he will be required to furnish at the time of execution of the Agreement, are included in the contract documents and should be carefully examined by the bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works is as specified in the Special Conditions. The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish.

The Payment Bond must be in the amount of 100 percent of the total amount payable, if it does not equal or exceed five million dollars (\$5,000,000) or more; 50% of the total amount payable, if it is \$5,000,000 or more and does not exceed ten million dollars (\$10,000,000); and 25% of the total amount payable if it exceeds ten million dollars. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State

of California which meets the highest standards the District is legally permitted to establish. The Payment Bond must be accompanied by the original or a certified copy of the unrevoked power of attorney or other appropriate instrument entitling or authorizing the person who executed the bond to do so.

7. **Ethics in Bidding.** The District expects each bidder to maintain high ethical standards with respect to bidding on the Project. Prior to the award of a contract for the Project, no bidder shall disclose the amount of any prospective subcontractor's bid or proposal, or any element thereof, to any other prospective subcontractor. Bidders shall not engage in or permit the unethical and unfair practices commonly referred to as bid shopping (e.g., the bidder uses a subcontractor's proposal in attempts to obtain a lower-cost proposal from another subcontractor) and bid peddling (e.g., a subcontractor attempts to obtain a job by offering to work for less than the amount specified in another subcontractor's proposal). If the District determines prior to opening of bids that any bidder has violated any of the foregoing requirements or any other prohibitions set forth in the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 *et seq.*), the District may reject the bidder's bid as non-responsive and report the bidder's actions to the Contractors State License Board.
8. **Contractor Licensing & Experience.** Each bidder must be properly licensed in the State of California and "in good standing" at the time of submitting its bid to the District. Failure to satisfy this requirement shall result in the bidder being deemed non-responsive and the bidder will be disqualified from work on the Project. Each bidder must clearly specify its California contractor's license number where indicated in the bid form. The bidder to which the District awards a contract for the Project must maintain the required license(s) specified in the Notice Inviting Bids throughout the duration of the Project. Each bidder shall have been in business in the appropriate fields for the past (5) five years.
9. **Listing Subcontractors.** As required pursuant to the Subletting and Subcontracting Fair Practices Act, each bidder shall submit with its bid a list of the names, license numbers, DIR registration numbers, and locations of the places of business of each subcontractor that will perform work or labor or render service to the bidder in or about the Project, or that, under subcontract to the bidder, will specially fabricate and install a portion of the work, in an amount in excess of one-half of 1 percent of the total amount of the bidder's bid. A bidder may not list more than one subcontractor for any one portion of the work. A bidder that fails to list a subcontractor for any portion of the work represents that it is fully qualified to and shall perform such work using its own forces. If the bid documents require the bidder to submit alternate bids and the bidder intends to use different or additional subcontractors for the alternates, the bidder must submit a separate list of subcontractors for each such alternate. A bidder shall submit the lists of subcontractors only on the form included in the bid documents.
10. **Use of Bid Form is Mandatory.** Each bid must be submitted on the Bid Form included in the bid documents. Changes in or additions to the Bid Form, recapitulations of the work for which the bid is submitted, alternative proposals, and other modifications of the Bid Form or any of the documents to be submitted with the bid are prohibited unless specifically called for in the Contract Documents.
11. **Preparing the Bid.** Bidders must fully and properly complete all information required to be included on the Bid Form. Amounts must be stated in both words and numerals where indicated. Prices, wording and notations must be in ink or typewritten. The signatures and/or initials of each person signing the bid and other documents to be submitted with the bid must be in permanent, preferably blue, ink.
12. **Correcting the Bid.** Bids may contain an erasure, interlineation, or other correction only if the correction does not result in any inconsistency or ambiguity and the correction is authenticated by affixing in the margin immediately opposite the correction the initials of the person or persons signing the bid. Bids shall be reported in numerals. Illegible bid amount submissions may not be considered.
 - (a) **Mandatory Forms to Include in Bid.** Each bidder shall complete and submit with its Bid Form each of the forms specified on the bid form, which are included in the bid documents. A bidder's failure to properly complete and submit any such mandatory form may render the bidder's bid non-responsive to the Notice Inviting Bids.
13. **Signing the Bid and Other Required Forms.** The Bid Form, bonds, subcontractors lists, contractor's certificates, attachments to the Agreement Form, guarantees and other documents requiring an original signature of the bidder must be signed in permanent, preferably blue, ink by a person or persons duly authorized to sign the

document. The District may reject as non-responsive any Bid Form containing a stamped or mechanically- printed signature. Depending on whether the bidder is an individual or the type of business entity, signatures must comply with the following:

- a) **Corporations:** If bidder is a corporation, each document shall set forth the legal name of the corporation and shall be signed by both the bidder's President and the bidder's Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed to the document if the bidder has included with its bid a certified copy of the resolution of the corporate board of directors authorizing such officers or agents to sign the document. Such documents shall include the title of each such signatory below the signature and shall bear the corporate seal.
 - b) **Limited Liability Companies:** If bidder is a limited liability company, each document shall set forth the true name of the company and the names of all members of the company, and all such members shall sign the document. Alternatively, the document may be signed by a managing member of the company if the bidder has included in its bid a certified copy of a statement of the limited liability company acknowledging the signatory as a managing member with authority to sign the document.
 - c) **Partnerships:** If bidder is a partnership of any type, each document shall set forth the true name of the partnership and the names of all persons comprising the partnership, and all such persons shall sign the document. Alternatively, the document may be signed by a general partner of the partnership if the bidder has included in its bid a certified copy of a statement of the partnership acknowledging the signatory as a general partner with authority to sign the document.
 - d) **Sole Proprietorships:** If the bidder is a sole proprietorship, each document must set forth the true name of the sole proprietorship and its owner, and such owner must sign the document. Alternatively, an agent of the owner may sign a document if the bidder has included in the bid a certified copy of a current and valid power-of-attorney authorizing the agent to sign the document.
 - e) **Fictitious Names and Joint Ventures:** If the bidder is an entity using a fictitious business name or a joint venture of two or more other parties, documents must satisfy the requirements set forth above for signatures on behalf of corporations and partnerships, as applicable. The signature on any document signed on behalf of any entity using a fictitious business name must so indicate in the signature block. Documents submitted by parties acting as joint venturers must so indicate in the signature block and must be signed by or on behalf of each and every joint venturer.
14. **Sealing and Marking the Bid.** The completed Bid Form and all additional documents and other materials to be submitted with the bid in accordance with the Contract Documents shall be enclosed in a sealed envelope. The bidder shall plainly and clearly mark the outside of the envelope with the bidder's name, address, telephone number, bidder's contractor's license number and the bid package for which the bid is submitted. No other information shall be apparent on the outside of the envelope. The District may reject any bid if the outside of the envelope is improperly or incompletely marked.
15. **Faxed and Electronic Mail Bids.** All bids must be under sealed cover. District will not accept any bid or bid modification submitted by facsimile or electronic mail transmission.
16. **Delivering the Bid.** For purposes of the Notice Inviting Bids and these Instructions for Bidders, any reference to the "Bid Deadline" shall mean the date and time specified as the Bid Deadline in the Notice Inviting Bids and any authorized extension thereto. Bids shall be received **Attention Marley Nelms, Business Support Services department of the Del Mar Union School District located at 11232 El Camino Real, CA 92130**. Responses must be sealed and clearly marked **"BID 2425-07 Interior Painting at Multiple Schools"** Facsimile or electronic copies of the bid will not be accepted. It is the bidder's responsibility to ensure its bid is received by the date and time specified above. Any bid received in the Purchasing Department after this date and time shall be deemed non-responsive and returned to the proposer unopened.
17. Bids must be delivered to and received by the District at: **Del Mar Union School District, 11232 El Camino Real, San Diego, CA 92130** by the Bid Deadline. The clock located in the District Office is designated as the official clock for bidding purposes shall be used in determining whether bids have been timely delivered and received by the District. Each bidder is solely responsible for ensuring that its bid is timely delivered to and received by the

District. Any bid received by the District after the Bid Deadline will be returned to the bidder unopened.

18. **Submitting Bids for Multiple Bid Categories.** If the District is seeking bids for other bid categories related to the Project, bidders may submit bids for more than one bid category. However, the bid for each bid category must be complete unto itself and shall not be dependent on the award, price or some other conditional provision relative to any other separate bid category. No combination bids of any type will be accepted unless expressly permitted in the bid documents.
19. **Interest in More Than One Bid and Unqualified Bidders.** No person or entity shall submit or have any interest in more than one prime bid for the same work except to the extent the bid documents expressly call for alternate bids. The District will not accept more than one bid for the same work from any person or entity, under the same or different names. A reasonable belief by the District that any person or entity has an interest in more than one bid or has submitted more than one bid for the same work on the Project may result in the District rejecting all bids in which the bidder has an interest. A person or entity that has submitted a sub-bid or proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-bid or proposal to other bidders, but the person, firm or corporation is prohibited from submitting a prime bid for the same bid category. The District will not accept any combination bids unless expressly permitted in the bid documents. No person or business entity that has participated in the preparation of any contract specifications shall be permitted to bid on the Project, and any such bid received by the District shall be deemed non-responsive.
20. **Modifying a Bid.** Prior to the Bid Deadline, a bidder may modify its bid by submitting the written modification to the District, in a sealed envelope, which must be received by the District not later than the Bid Deadline. The envelope shall be marked in the same manner as provided in these Instructions For Bidders for the original bid, but shall also include the words "Bid Modification" on the outside of the envelope. The District may reject any modified bid if the modification is not received by the District prior to the Bid Deadline or if it creates an ambiguity or inconsistency, including, without limitation, if the modified bid is unintelligible. In lieu of submitting a modification, a bidder may withdraw its original bid in accordance with these Instructions For Bidders and submit a new bid for the Project, in which case the outside of the sealed envelope shall be marked with the words "Superseding Bid" in addition to the other required information. The bidder must submit any modification or superseding bid in writing to the District via personal or other delivery. The District will not accept oral modifications or superseding bids, and will not accept any modifications or superseding bids sent via facsimile or electronic transmission. Any modification or superseding bid must be delivered to and received by the District prior to the Bid Deadline.
21. **Withdrawing a Bid.** A bidder may withdraw its bid at any time prior to the Bid Deadline, either personally or by written request received by the District prior to the Bid Deadline. In such event, the District shall return the withdrawing bidder's bid security upon request. Except as provided in Public Contract Code Section 5100 *et seq.*, in no event may a bidder withdraw its bid during the period after opening of bids that is specified in the Notice Inviting Bids.
22. **Requesting Substitution of Specified Item.** Unless the Contract Documents provide in any particular case that substitution is not permitted, if the Contract Documents call for any specific concern, material, product, thing or service, such specification shall be interpreted as if followed by the words "or equal." Unless provided otherwise in the Contract Documents, a bidder may offer in place of any item specified in the plans, drawings or other Contract Documents ("Specified Item") any material, process, article, *et cetera* that the bidder can demonstrate is materially equal or better in every respect to the Specified Item and that will completely accomplish the purpose of the Contract Documents. Requests for substitution must be made in writing on the Substitution Request form included in the bid documents or available from the District ("Request Form"). Each substitution request is subject to and must conform to the requirements of Sections 3.10.4.3, 3.10.4.4, and 3.10.4.5 of the General Conditions, including, without limitation, requirements for submitting documentation in support of the request. Substitution requests must be submitted to the District not later than the date that is eight (8) days prior to the Bid Deadline specified in the Notice Inviting Bids. The District will not consider any substitution requests received after such date except to the extent provided in Section 3.10.4.2 of the General Conditions.

The bidder is solely responsible for establishing that a proposed substitution satisfies all requirements of the Contract Documents, including, without limitation, that the proposed substitute item is equal to or better than the Specified Item in all material respects. The bidder must provide with the Request Form, at a minimum, all information required in accordance with Section 3.10.4.4 of the General Conditions to substantiate the request. The District may at any time request any additional information regarding the proposed substitute item. The District, in consultation with the Architect and the Construction Manager as applicable, will decide whether to approve a substitution based on the information provided by the bidder. The District has the sole discretion to determine whether a proposed substitute item is equal to or better than a Specified Item. Any request for substitution that is granted by the District shall be documented and processed by means of a Change Order after execution of the contract. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the substitution. The bidder shall be responsible for and shall bear any and all risks, expenses and costs of delay arising from review or approval of a substitution by the DSA or other governmental agency.

SUBMISSION OF A SUBSTITUTION REQUEST AND SUBSTANTIATING DATA SHALL IN NO WAY OBLIGATE THE DISTRICT TO REVIEW THE REQUEST OR DATA PRIOR TO AWARD OF A CONTRACT FOR THE PROJECT. IF THE DISTRICT AWARDS A CONTRACT FOR THE PROJECT TO A BIDDER AND SUBSEQUENTLY REJECTS A SUBSTITUTION PROPOSED BY SUCH BIDDER, THE BIDDER MUST PROVIDE THE SPECIFIED ITEM IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AT NO ADDITIONAL COST TO THE DISTRICT.

23. **District Waiver of Bid Irregularities.** The District, in accordance with applicable law, may waive any minor irregularity or informality in any bid or in the bidding.
24. **District Rejection of Irregular Bids.** The District will reject as non-responsive to the Notice Inviting Bids any bids containing irregularities that are not minor irregularities, including, by way of example and not as a limitation, bids that are materially incomplete, bids submitted on forms that have been materially altered, and bids that include any additions or conditional or alternate bids not called for or permitted in the bid documents. In addition, the District may reject as non-responsive to the Notice Inviting Bids any bid in which the bid amounts are obviously unbalanced or inconsistent. The District may, but is not required to, seek information from any bidder that may resolve an ambiguity in the bidder's bid.
25. **District Rejection of Non-Responsive Bids.** If a bid fails to conform to requirements set forth in the Notice Inviting Bids, these Instructions For Bidders, or any of the other Contract Documents (including, without limitation, if the District determines that the bid is unintelligible, internally inconsistent, or ambiguous), the District may reject the bid as not responsive to the Notice Inviting Bids. The District may, but is not required to, seek information from any bidder that may resolve an ambiguity in the bidder's bid.
26. **Bidder Evidence of Responsibility.** In determining whether a bidder is a "responsible" bidder, the District will consider, among other possible factors, the financial standing and general competency of the bidder with respect to the work being bid. If the District is considering awarding a contract for the Project to a bidder, the bidder, within two business days of the District's request, shall provide reasonable evidence of the bidder's construction experience, current and anticipated workload, organization available for the performance of the contract, any terminations from projects prior to completion, references for public works, financial resources, surety and insurance claims experience, stop notice and other legal proceedings, and other factors pertinent to determining
27. **Basis of Award.** The district shall award the contract to the lowest responsible bidder submitting a responsive bid. The district may reject any bid, which, in its opinion, when compared to other bids received or to the district's internal estimates, does not accurately reflect the cost to perform the work. The district may reject as non-responsive any bid, which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.
28. **District Award or Rejection of Bids.** Once all bids are opened and reviewed to determine the lowest responsive and responsible bidder, the district may award the contract. The apparent successful bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the district notifies the bidder of the award, the bidder will have

ten (10) consecutive calendar days from the date of this notification to execute the contract and supply the district with all of the required documents and certifications. Regardless of whether the bidder supplies the required documents and certifications in a timely manner, the contract time will begin to run ten (10) calendar days from the date of the notification. Once the district receives all of the properly drafted and executed documents and certifications from the bidder, the district may issue a Notice to Proceed to that bidder.

The Del Mar Union School District, however, reserves the right to reject any/or all bids if the district determines that it would be in its best interest to cancel the solicitation, to accept or reject any one or more items of a bid, and to waive any informality or irregularity in the bid(s) or in the bidding process. If a bid fails to conform to requirements set forth in the Notice to Bidders, or any of the other contract documents (including, without limitation, if the district determines that the bid is unintelligible, internally inconsistent, or ambiguous), the district may reject the bid as not responsive to the Notice to Bidders. The district may, but is not required to, seek information from any bidder that may resolve an ambiguity in the bidder's bid.

29. **Filing Bid Protests.** A bidder may protest the bidding process, another bid and/or the intended award of a contract for the Project only by filing a written protest with the District's Deputy Superintendent of Business Services in accordance with the procedures set forth in this Section. The District will not consider any verbal protests (e.g., by telephone) or any protests sent by electronic mail (e-mail). In order for a protest to be valid and be considered by the District the protest must:

- (a) be filed not later than 4:00 p.m. on the fifth business day following the opening of bids
- (b) clearly identify the bidder on whose behalf the protest is being filed, together with the name, address and telephone number of the person representing the bidder for purposes of the protest;
- (c) clearly identify the specific bidding process, bid, or award of contract being protested;
- (d) clearly identify and describe in detail the specific basis or bases for the protest and all facts relevant thereto and in support thereof;
- (e) clearly identify all references to the specific portions of all documents relevant to the protest;
- (f) clearly identify and describe in detail all arguments in support of the protest, including, not as a limitation, citations to all legal authorities; and
- (g) be submitted with all documentation that is relevant to and supports the basis or bases underlying the protest.

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

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

30. **Public Works Project.** The Project is a "public work" and "public project" within the meaning of, and, therefore, is subject to, various provisions of the Public Contract Code, Labor Code, Civil Code, and other legal requirements applicable to public works and public projects. The Contract Documents include various provisions relating to public works and public projects as provided by law, and each bidder must thoroughly review and become familiar with the Contract Documents as described above in these Instructions for Bidders. However, the provisions of the Contract Documents are not comprehensive statements of all requirements of law applicable to public works and public projects, and each bidder so acknowledges by submitting a bid for the Project. In

addition, by submitting a bid for the Project, each bidder represents and warrants that it is familiar and knowledgeable with respect to all requirements of law applicable to public works and public projects generally and to the Project specifically.

31. **Subcontractor Eligibility and Licensing.** The bidder to which the District awards a contract for the Project shall in no event permit a subcontractor to perform any work in connection with the Project if that subcontractor is ineligible to work on a public works or public project. Each subcontractor that the bidder intends shall perform any work in connection with the Project must be licensed in accordance with law prior to commencing any work on the Project.
32. **Workers' Compensation.** In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with District the following certificate prior to performing the work under this contract:

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

The form of such certificate is included as part of the contract documents.

33. **Substitution of Security.** Monies withheld by the District to ensure performance under the contract may be released in accordance with Public Contract Code section 22300 and the contract documents.
34. **Prevailing Wages.** The bidder to which the District awards a contract for the Project, and each of that bidder's subcontractors of any tier, shall be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract ("Prevailing Wages"). The successful bidder must retain copies of certified payrolls for a minimum of five years from the date of completion and submit upon the request of the District or its authorized agent. A copy of the per-diem rates of Prevailing Wages shall be posted at the site of the Project. Rates are available at <http://www.dir.ca.gov/dlsr/pwd/index.htm>
35. **Public Works Contractor Registration Certification.** If the bids for this Project are due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.
36. **Apprenticeable Trades and Crafts.** Not later than two calendar days after receiving notice of the award of the contract for the Project, the bidder to which the District awards the contract must provide written notice to the District in regard to whether, as described in Labor Code Section 1777.5, workers in any apprenticeable trade or craft will be employed on the Project.
37. **Criminal-History Background Checks.** The Contractor shall require and be responsible for ensuring that each person who will be at, on, or in the vicinity of the Project Site on account of the Work, and/or each person who interacts with pupils on account of the Work, has a valid criminal records summary as required by Education Code Section 45125.1. The Contractor must complete, execute, and submit to the District a "Certification of Employee Background" form included in the Required Project Forms, to thereby certify that no person assigned to the Work or who otherwise will be present at or on the Project Site, and/or each person who might interact with pupils, has been convicted of any felony as described in Education Code Section 45122.1. The Contractor must attach to the executed certification a list of all persons to whom the certification applies. The Contractor shall prohibit and prevent each and every person who will be at, on or in the vicinity of the Project Site on account of the Work

(including not only all persons assigned to the Work directly by the Contractor, but also all persons assigned to the Work by any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work), and/or each person who might interact with pupils, from being present at, on or in the vicinity of the Project Site unless and until the Contractor provides the required certification including such person to the District. Moreover, Contractor shall immediately provide any applicable subsequent arrest and conviction information it receives to the District. If the Contractor is a sole proprietor, the District shall prepare and submit the Contractors fingerprints per Education Code section 45125.1. Any Contractor that is a sole proprietor shall have an immediate and affirmative duty to inform the District of such status so as to allow the District to comply with Education Code section 45125.1. Notwithstanding the foregoing, compliance with Education Code Section 45125.1 shall be subject to the District's sole discretion to grant alternative compliance requirements per Education Code section 45125.2, subdivision (a).

38. **Anti-Discrimination Policy.** It is a policy of the District that, in connection with any work performed under contract, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. No bidder shall discriminate in violation of applicable law in preparing and submitting its bid for the Project. The bidder to which the District awards a contract for the Project will be required to comply with applicable federal and California laws prohibiting such discrimination and to require like compliance by any subcontractors employed on the Project by such bidder.
39. **Project Duration and Liquidated Damages.** The bidder to which the District awards a contract for the Project must complete the Project in accordance with the Contract Documents and within the time period specified in the Special Conditions. Failure of such bidder to fully complete the Project within such time period, or to complete any portion thereof in accordance with any applicable schedule for the Project, may result in the District assessing liquidated damages against the Contractor as provided in the General Conditions.
40. **Execution of Contract.** As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so.
41. **Gratuities.** Bidders shall not provide, offer, imply, or otherwise extend any gratuities, including cash gifts, services, allowances, or enticements in any manner or form, to officers, employees, students, agents, or representatives of the District.
42. **IRS Requirements.** The District shall view the legal position of the bidder as an "independent contractor" and that all persons employed to furnish services are employees of the bidder and not of the District.
 - a) The District shall not be liable for any of the contractor's acts or omissions performed under the contract to which the bidder party.
 - b) The bidder will complete IRS form W-9 providing tax payer identification number and also indicate whether bidder is a corporation, sole-proprietor, partnership, individual, etc. This form will be sent to the successful bidder with the Agreement, Performance and Payment Bond and is to be returned with same.

END OF INSTRUCTIONS FOR BIDDERS///

BID FORM
BID No. 2425-07

Business Name: _____

Contact Name: _____

Business Address: _____

Business Telephone: (____) _____ Fax: (____) _____

E-Mail Address: _____

Acknowledgement of Addenda _____

TO: Del Mar Union School District, acting by and through its Governing Board, herein called the "Owner:"

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

Bid No. 2425-07 Interior Painting at Multiple Schools.

School Site:	Number of Spaces to be Painted:	BID PRICE Price in USD (In Numbers)
Ashley Falls School	6	\$
Carmel Del Mar School	4	\$
Ocean Air School	5	\$
Sage Canyon School	2	\$
Sycamore Ridge School	5	\$
Torrey Hills School	3	\$
Grand Total Bid Amount:		\$

2. District reserves the right to award as deemed to be in the best interest of the district. The District may award any one or more items of this bid and in any combination to one or more contractors as deemed to be in the best interest of the District.
3. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.
4. The required list of References is hereto attached.
5. The required Bid Security is hereto attached.
6. The Designation of Subcontractors is hereto attached.
7. The Contractor's Statement for Maintaining a Drug-Free Workplace is hereto attached.
8. The Contractor's Certificate Regarding Worker's Compensation is hereto attached.
9. The Noncollusion Affidavit is hereto attached.
10. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in

the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the District the Performance Bond and Payment Bond for Public Works as specified, all within five (5) days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, on the date to be stated in the Owner's notice to the Contractor to proceed, and shall be completed by the Contractor in the time specified in the contract documents.

11. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below:

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

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

13. Bidder certifies that he is licensed in accordance with the law providing for the registration of Contractors, License No. _____, Expiration Date _____, class of license _____.
List all other classifications for this license number:

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

Executed on this _____ day of _____ at San Diego County, California.

Proper Name of Bidder:

By: _____
Signature of Bidder

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

END OF BID FORM///

REFERENCES

Bid No. 2425-07

Contractor must provide references for at least three paint projects completed within the last three (3) years. References must be from a California school district or municipality or public works entity.

1) Company/**Entity**: _____ Phone: _____
Contact Person: _____ Fax: _____
Job/Project: _____ Date: _____
Size of Job/Project: _____
Job/Project Contract Amount: _____
Comments: _____

2) Company/**Entity**: _____ Phone: _____
Contact Person: _____ Fax: _____
Job/Project: _____ Date: _____
Size of Job/Project: _____
Job/Project Contract Amount: _____
Comments: _____

3) Company/**Entity**: _____ Phone: _____
Contact Person: _____ Fax: _____
Job/Project: _____ Date: _____
Size of Job/Project: _____
Job/Project Contract Amount: _____
Comments: _____

BID BOND

Bid No. 2425-07

KNOW ALL MEN BY THESE PRESENTS: THAT we, _____, as Principal,
and _____ as Surety, are held and firmly bound unto the

Del Mar Union School District, hereinafter called the Owner, in the penal sum of **TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID** of the Principal submitted to the said District for the work described below for the payment of which sum in lawful money of the United States, 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 whereas the Principal has submitted the accompanying bid dated _____, 20_____, for

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within sixty (60) days after said opening; and, if the Principal be awarded the contract, and shall within the period specified therefore, or if no period be specified, within (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner, in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

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

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of its governing body.

Principal

By _____

Title _____

Surety

By _____

Attorney-in-Fact

(Attach Attorney-In-Fact Certificate)

Title _____

For District Informational Purpose:

Surety Company Name _____ Contact _____

Address _____ Phone _____

City, State & Zip _____ Fax _____

DESIGNATION OF SUBCONTRACTORS

Bid No. 2425-07

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the Public Contract Code of the State of California) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

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

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

In addition to providing the information required by this form prior to the bid opening, bidder shall be required to submit the addresses, telephone numbers, and license numbers of all listed subcontractors within one (1) business day of the bid opening. Failure to provide the foregoing information within the time limit specified may result in the rejection of the bid as nonresponsive.

DIVISION OF WORK OR TRADE, LICENSE TYPE & LICENSE #		
1.		
2.		
3.		
4.		

CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Public Contract Code Section 1725.5, a contractor or subcontractor must be registered with the Department of Industrial relations in order to bid on, to be listed in a bid proposal or to engage in the performance of any defined public work contract.

I _____, _____ certify that _____
(Name) (Title) (Contractor Name)

is currently registered as a contractor with the Department of Industrial Relations (DIR):

Contractor's DIR Registration Number _____

Expiration date June 30, 20_____

Contract further acknowledges:

1. Contractor shall maintain DIR registered status for the duration of the project without a gap in registration.
2. Contractor shall note in its invitation to bid the DIR's registration requirement for all subcontractors and their subcontractors.
3. Contractor shall ensure that all subcontractors are registered at time of bid opening and maintain registered status for the duration of the project.
4. Contractor is to furnish DIR Registration Number for all subcontractors on the project within 24 hours of the bid opening.
5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractors unable to perform the work.

Failure to comply with any of the above may result in a determination of non-responsiveness. I declare under penalty of perjury under California law that the foregoing is true and correct.

Signature

Date

CONTRACTOR'S STATEMENT REGARDING MAINTAINING A DRUG FREE WORKPLACE

Bid No. 2425-07

Del Mar Union School District Policy 4004 in relevant part provides:

This Board Policy is adopted pursuant to the federal Drug-Free Workplace Act of 1988, the federal Drug-Free Schools and Communities Act Amendments of 1989, and the California Drug-Free Workplace Act of 1990. It is the policy of the District that all its workplaces and facilities be drug and alcohol free.

The unlawful manufacture, distribution, dispensation, possession, or use of any alcohol beverage, drug or controlled substance in any workplace or facility of the District is strictly prohibited. All employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of alcohol or a controlled substance in any workplace or facility of the District. All employees will abide by this prohibition as a condition of employment. Any employee who violates this prohibition will be disciplined up to and including dismissal, and/or required to satisfactorily complete a drug abuse assistance or rehabilitation program selected by the District in conformance with law.

All employees must notify the Superintendent in writing within five (5) days of any drug or alcohol statute conviction for a violation occurring in any workplace or facility of the District. A conviction includes any finding of guilt, including a no contest pleas, or imposition of a sentence. Any employee who is convicted of such a violation will be disciplined up to and including dismissal, and/or required to satisfactorily complete a drug abuse assistance or rehabilitation program selected by the District in conformance with law.

Each District consultant, contractor and vendor shall, moreover, advise the District whether they have a policy or procedure for maintaining a drug free workplace at the consultant's, contractor's, or vendor's own place of business and if so, shall briefly describe it in writing to District officials.

If awarded contract for above referenced bid, contractor agrees to comply with Del Mar Union School District Board Policy 4020 as detailed above.

**In accordance with the above, the following must be signed
and filed with the awarding body as part of the bid package.**

Business name: _____

Does _____ Does not _____ Have a policy or procedure for maintaining a drug free workplace at their own place of business.

_____ Attached is a copy of such policy or procedure or

_____ Following is a brief description of such policy or procedure:

Signature: _____ Date: _____

Title: _____

Legal Reference: the Drug Free Workplace Act of 1988 and Public Law 100-690 Section 5151-5160

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Bid No. 2425-07

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

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

My workers' compensation insurance and policy number are:

Carrier

Policy Number

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

Name: _____ Date: _____

Address: _____ Signature: _____

Warning: Failure to secure workers' compensation coverage is unlawful and shall subject an employer to criminal penalties and civil fines, in addition to the cost of compensation, damages as provided for in Section 3706 of the Labor Code, interest, and attorney's fees.

NONCOLLUSION DECLARATION

Bid No. 2425-07

State of California)
)
County of _____)

I, _____ declare as follows:

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proper Name of Bidder / Company Name

Signature of Authorized Agent/Officer

Date

CALIFORNIA AIR RESOURCES BOARD COMPLIANCE FORM

Bid No. 2425-07

This form must be submitted with the bid proposal at due date and time established in bidding documents or the bid may be rejected as nonresponsive.

The California Air Resources Board ("CARB") has implemented regulations for the use of certain vehicles on public works projects. For any project awarded after January 1, 2024, and under the regulations (see Cal. Code Regs., tit. 13, § 2449), the Del Mar Union School District ("District") must obtain valid **Certificates of Reported Compliance ("CRC")** from all contractors and listed subcontractors before awarding a project. The District will be required to retain CRCs for three years after the project is complete, and the CRCs are subject to review by the CARB upon five calendar days' notice.

In addition to this Form, the foregoing CRCs are also required at time of bid submittal and must be included with bid proposal by the stated bid due date & time. Proof of bidder and subcontractor certification must be attached to this page at the time of bid submittal.

The ARB Diesel Off-road Online Reporting System (DOORS) reporting system is where bidders may obtain Certificates of Reported Compliance: [DOORS \(ca.gov\)](https://ww2.arb.ca.gov/our-work/programs/truckstop-resources/road-zone). There is also an additional website that provides bidders with more information on the regulation along with FAQs and user guides. The website if the Off-Road Zone: <https://ww2.arb.ca.gov/our-work/programs/truckstop-resources/road-zone>.

Please also see the following:

[Fact Sheet: Contracting Requirements | California Air Resources Board](https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements)

<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements>

[Fact Sheet: Renewable Diesel Fuel Requirements | California Air Resources Board](https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-renewable-diesel-fuel-requirements)

<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-renewable-diesel-fuel-requirements>

[Fact Sheet: Added Vehicle Restrictions and Tier Phase-Out Requirements | California Air Resources Board](https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-added-vehicle-restrictions-and-tier-phase-out-requirements)

<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-added-vehicle-restrictions-and-tier-phase-out-requirements>

Project Name _____

Bidder Acknowledges CARB Compliance requirements _____

Name & Title of Bidder: _____

Date: _____

**DEL MAR UNION SCHOOL DISTRICT
BID NO. 2425-07
AGREEMENT FORM**

This Agreement is made this _____ day of, _____ 2025, by and between the Del Mar Union School District ("District"), a California public school district, and _____ ("Contractor"). The District and the Contractor may be referred to herein individually as a "Party" and collectively as the "Parties."

In consideration of the rights and obligations attendant to this Agreement, the Parties agree as follows:

Section 1. Scope of Work: As previously indicated, the bid contract will be for Shade Structure Installation, Site Preparation and Installation at Pacific Sky School only. Detailed specifications are included in the plans which will be incorporated herein by reference.

Section 2. Time for Completion: As indicated in the Scope of Work Section (Exhibit A): All work shall be performed between June 4, 2025 and July 18, 2025. Any changes must be approved by a District Representative of the Del Mar Union School District.

The District will be the sole judge of the successful bidder. The District reserves the right to reject any or all bids, or to waive any informality or technical defect in a bid.

Section 3. Contract Price: As full consideration for the full and faithful performance of the Agreement by the Contractor, the District shall pay to the Contractor the total amount stipulated in the Contractor's bid for the Project of:

Project Cost: _____ Dollars and _____ Cents

\$ _____

Section 4. Component Parts of the Contract: The Contract is composed of all of the documents specified below in the Section ("Contract Documents"), each of which is hereby incorporated as an operative and effective part of the Contract. The Parties intend that the Contract Documents are and shall be complementary and an integrated whole. Any requirement set forth in one Contract Document, but not in one or more of the others, shall be interpreted as if set forth in or applicable to all. The Contract consists of the following Contract Documents:

Notice Inviting Bids
Information for Bidders
Bid Form
References
Bid Bond
Designation of Subcontractors
Contractor's Statement for Maintaining A Drug-Free Workplace
Workers' Compensation Certificate
Noncollusion Declaration
California (CARB) Certificate
Agreement
Certification of Employee Background
Performance Bond
Payment Bond for Public Works
Special Conditions
Scope of Work & Specifications
General Conditions (Articles)
Addendum(s) as Issued

Section 5. Provisions Required by Law: Each and every provision required by law to be included in the Contract is hereby deemed to be so included, and the Contract shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision is not included or incorporated into the Contract Documents in accordance with law, or is not correctly included or incorporated, then, upon request of either the District or the Contractor, they shall amend the Contract Documents to include or incorporate, or to correctly include or incorporate, such provision.

Section 6. Third Party Beneficiaries: Except to the extent provided by law (e.g., requirements for payment of prevailing wages to workers on the Project), no party other than the Parties may claim or assert any right or benefit arising from this Agreement or the Contract of which this Agreement is a part. Each provision of the Contract Documents shall be deemed and construed to benefit only the District and/or the Contractor unless and only to the extent the provision is included in the Contract specifically as a result of any law intended to benefit that third party ("Required Provision"). Provisions included in the Contract Documents that relate to or permissibly expand on any Required Provision, but are not necessary for compliance with the law providing for the Required Provision, are to be construed as being included in the Contract for the convenience of the Parties, and shall in no event be construed as benefiting any third party or as providing a basis for any claim, demand, action or other proceeding by a third party relating to the Contract.

Section 7. Governing Law and Venue: The Contract of which this Agreement is a part shall be governed by the laws of the State of California. Any action, arbitration or other proceeding arising from the Contract shall be initiated and conducted only in the County of San Diego, California.

Section 8. Entire Agreement: The Contract as defined in Section 1 of this Agreement, and as may be amended in accordance with the Contract Documents, constitutes the entire understanding and agreement of the Parties with respect to the Scope of Work described in Section 1 of this Agreement. The Contract supersedes and replaces all other oral or written agreements, understandings, negotiations, or discussions.

Section 9. Due Authority of Signatories: Each person signing this Agreement on behalf of a Party represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement.

END OF PAGE///

In witness whereof, each Party has executed this Agreement by and through signature of its duly-authorized representative as set forth below.

CONTRACTOR:

License No. _____

By _____

Title _____

Date _____

DISTRICT:

Del Mar Union School District

By _____

Holly McClurg

Title Superintendent

Date _____

Governing Board Date: _____

(Corporate Seal)

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 of the board whose address is:

Contractors' State License Board
9821 Business Park Drive
Sacramento, CA 95827

END OF AGREEMENT FORM///

CERTIFICATION OF EMPLOYEE BACKGROUND

Concerning Department of Justice (DOJ) Fingerprint and Criminal Background
Investigation Requirements of Education Code (EC) Section 45125.1 *et seq.*

To: Del Mar Union School District

Attn: Marley Nelms

11232 El Camino Real

San Diego, California 92130

Email: _____

Vendor: _____

Attn: _____

Address : _____

City, State, Zip Code: _____

Email: _____

With respect to the ☐ Agreement ☐ Proposal dated _____ between the **Del Mar Union School District**
("**District**") and the individual, company, or contractor named above ("**Vendor**") for provision of
_____ services.

Please check all appropriate boxes and sign below:

REQUIREMENTS SATISFIED

- ☐ A) The Vendor certifies to the District that it has completed the criminal background check requirements of EC 45125.1 and that none of its employees that may come into contact with, or interact with, District students have been convicted of a felony.

ORI # _____

List or attach names of all employees that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

Employee	Employee	Employee

WAIVER REQUEST

- ☐ B) **FOR CONSTRUCTION OR REPAIR CONTRACTS ONLY.** The Vendor seeks a waiver of the DOJ fingerprint & criminal background investigation permitted by EC section 45125.1. Vendor acknowledges that the District may approve or reject any waiver request in its sole discretion. Vendor and its employees will have more than LIMITED CONTACT with pupils but will ensure that one (1) or more of the following are utilized to protect pupil safety. [EC 45125.2(a)].

Check all methods to be used:

- ☐ 1) Installation of a physical barrier at the worksite to limit contact with students.
- ☐ 2) Continual supervision and monitoring of all employees of the Vendor by an employee of the Vendor, who has complied with EC section 45125.1: _____ (employee name).

- ☐ C) **FOR ANY CONTRACT INCLUDING CONSTRUCTION OR REPAIR CONTRACTS.**

- ☐ 1) Surveillance of employees of the Vendor by school personnel: _____
(District employee name to be filled in by District).
- ☐ 2) The services provided by the Vendor are for an "emergency or exceptional situation" per EC 45125.1(b) or EC 45125.2(d).

I certify under penalty of perjury that the information contained in this Certification and any attachment is true and correct. I understand that it is Vendor's sole responsibility to provide the District with any subsequent arrest and conviction information it receives throughout the duration of the contract between the District and Vendor.

Print or type name and title of CERTIFYING AUTHORITY: _____

Signature of CERTIFYING AUTHORITY: _____ Date: _____

PERFORMANCE BOND

(If Required)

KNOW ALL MEN BY THESE PRESENTS: that

WHEREAS, the **Del Mar Union School District** (hereinafter designated as "Public Entity"), by action taken on this _____ day of, _____ 2025, has awarded to _____ (Contractor Name), hereinafter designated as the "Principal," a contract for the work described as follows: **Bid No. 2425-07 Interior Painting at Multiple Schools.** (The "Project"); and

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

NOW THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the Public Entity in the penal sum of \$_____ (**100% of contract price**) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform, the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Entity, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

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

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on the _____ day of _____, 20 _____.

Principal _____

By _____

[Attach required acknowledgments]

Surety _____

By _____

Attorney-in-Fact

For District Informational Purpose:

Surety Company Name _____

Contact _____

Address _____

Phone _____

PAYMENT BOND FOR PUBLIC WORKS

(Required for contracts of \$25,000 or more)

KNOW ALL MEN BY THESE PRESENTS: That _____

WHEREAS, the **Del Mar Union School District** (hereinafter designated as "Public Entity"), by action taken on this _____ day of, _____ 2025, has awarded _____ (Contractor Name) hereinafter designated as the "Principal," a contract for the work described as follows: **Bid No. 2425-07 Interior Painting at Multiple Schools.**

(The Project:), and

WHEREAS, said Principal is required by Chapter 5 (commencing at section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the Public entity in the penal sum of \$_____ (**100% of contract price**) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assign, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in section 30181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to section 18663 of the California Revenue and Taxation Code, with respect to such work and labor the surety or sureties will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Public Entity in such suit, including reasonable attorney's fees court costs, expert witness fees and investigation expenses.

This bond shall insure to the benefit of any of the persons named in Section 30181 of the California Civil Code so as to give a right of action to such persons of their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District of Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 30110 or 30112 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20_____.

Principal _____

By _____

[Attach required acknowledgments]

Surety _____

By _____

Attorney-in-Fact

For District Informational Purpose:

Surety Company Name _____ Contact _____

Address _____ Phone _____

City, State & Zip _____ Fax _____

SPECIAL CONDITIONS

Bid No. 2425-07

- A. Time of Performance.** The work shall be commenced on the date stated in the Owner's Notice to the Contractor to Proceed. District and Contractor each hereby stipulate that the stated performance period is accepted as reasonable and that no other performance period shall be acceptable unless accepted in writing (See Article 2 of Agreement and Article 6 of General Conditions.)

Work under this contract shall be scheduled and coordinated in compliance with the following:

1. The anticipated award of contract is May 28, 2025, to be awarded by the Board of Governors
2. Anticipated commencement of work will be June 4, 2025. All work to be completed between June 4, 2025, and July 18, 2025.

- B. Scope of Work.** Referenced in Exhibit "A"

- C. Liquidated Damages.** If work under this contract is not ready for the intended use within the specified time period, the agreed liquidated damages provision established in Article 6 of the General Conditions is seven hundred fifty dollars (\$500.00) per day for each calendar date completion is delayed.

- D. Documents Furnished.** The number of copies of specifications to be furnished to Contractor free of charge, per Article 3 of the General Conditions, is one (1).

- E. Bonds.** Contractor shall provide (I) a bid bond in the amount of ten (10%) of the contract price; (II) a payment bond in the amount of one hundred percent (100%) of the contract price; and (III) a performance bond in the amount of one hundred percent (100%) of the contract price.

- F. Insurance.** As provided in General Conditions, Contractor procures and maintains and shall require all subcontractors, if any, whether primary or secondary, to procure and maintain either:

Comprehensive General Liability Insurance.

with a combined single limit per occurrence of not less than.....	\$1,000,000
Aggregate.....	\$2,000,000

OR

Commercial General Liability and Property Damage Insurance

(Including automobile insurance) which provides limits of not less than:

(A) Per Occurrence (combined single limit).....	\$1,000,000
(B) Project Specific Aggregate (for this project only).....	\$2,000,000
(C) Products/Completed Operations.....	\$1,000,000
(D) Personal & Advertising Injury limit.....	\$1,000,000

Automobile Liability

Including hired and non-owned vehicles

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage

Workers' Compensation

Statutory limits for the State(s) or Jurisdiction in which the work is performed.

Employers Liability

\$500,00 Each Accident

\$500,00 Each Employee- Disease

\$500,00 Policy Limit- Disease

Umbrella Liability

\$10,000,000 Each Occurrence

\$10,000,000 Aggregate
Minimum:
\$5,000,000 Each Occurrence
\$5,000,000 Aggregate

Additional Insurance Endorsement: Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to Owner, members of Owner's board of trustees, and the officers, agents, employees and volunteers of Owner, the State Allocation Board, if applicable, the architect, and the architect's consultants, individually and collectively, as additional insured's.

Executed Copies: The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works required is one (1).

- G. License Classification:** Each bidder shall be a licensed Contractor pursuant to the Business and Professions Code and shall be licensed in one of the following classifications: Class C-33 Painting and Decorating Contractor's license.
- H. Criminal-History Background Checks.** The Contractor shall require and be responsible for ensuring that each person who will be at, on, or in the vicinity of the Project Site on account of the Work, and/or each person who interacts with pupils on account of the Work, has a valid criminal records summary as required by Education Code Section 45125.1. The Contractor must complete, execute, and submit to the District a "Certification of Employee Background" form included in the Required Project Forms, to thereby certify that no person assigned to the Work or who otherwise will be present at or on the Project Site, and/or each person who might interact with pupils, has been convicted of any felony as described in Education Code Section 45122.1. The Contractor must attach to the executed certification a list of all persons to whom the certification applies. The Contractor shall prohibit and prevent each and every person who will be at, on or in the vicinity of the Project Site on account of the Work (including not only all persons assigned to the Work directly by the Contractor, but also all persons assigned to the Work by any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work), and/or each person who might interact with pupils, from being present at, on or in the vicinity of the Project Site unless and until the Contractor provides the required certification including such person to the District. Moreover, Contractor shall immediately provide any applicable subsequent arrest and conviction information it receives to the District. If the Contractor is a sole proprietor, the District shall prepare and submit the Contractors fingerprints per Education Code section 45125.1. Any Contractor that is a sole proprietor shall have an immediate and affirmative duty to inform the District of such status so as to allow the District to comply with Education Code section 45125.1. Notwithstanding the foregoing, compliance with Education Code Section 45125.1 shall be subject to the District's sole discretion to grant alternative compliance requirements per Education Code section 45125.2, subdivision (a).

Certification of Employee Background will be required to be submitted with the AGREEMENT and the PERFORMANCE and PAYMENT BONDS at the time of award of contract. This form will require verification that prior to commencement of work all supervisors on this project will have received fingerprint clearance from the California Department of Justice and will provide continuous supervision and monitoring of the contractor's employees. Failure to provide this verification will cause the Contractor to be non-responsive and the project to be re-awarded to the next lowest, responsive bidder.

- I. Award of Bid:** The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the Owner, will be to the lowest responsible, responsive bidder(s).
- J. Work Schedule:** A work schedule is to be reviewed and approved by the Owner's Representative, Nathan Wulff, Director of Maintenance, Operations & Facilities, prior to any work being done. He can be reached at (858) 523-6044.
- K. Safety:** The contractor shall be responsible for the safety of his workers and his subcontractors, the public, school staff, and students within his area of work. The contractor shall provide substantial barricades around his area of work. At the end of each workday the area shall be left reasonably free of debris and secured.

EXHIBIT “A”

Scope of Work

Classroom Painting Scope:

1. Per the manufacturer’s instructions, prep and paint interior walls, doors, door frames, and window frames. Paint and Primer materials are provided by the contractor.
2. Apply one coat of Sherwin-Williams Pro Block Primer to the walls, window frames, and door frames.
3. Apply two coats of Sherwin-Williams Pro Mar 200 Eggshell Enamel on gypsum board walls and vinyl tack board panels.
4. Apply two coats of Sherwin-Williams Pro Industrial Enamel on hollow metal doors, window frames, and door frames.
5. Paint the interior side of doors and frames in the corridor and exterior doors and frames.

Site Name:	Spaces to be painted:	Address:	Anticipated Job Completion Sequence:
Ashley Falls	6	13030 Ashley Falls Dr, San Diego, CA 92130	2
Carmel Del Mar	4	12345 Carmel Park Dr, San Diego, CA 92130	3
Ocean Air	5	11444 Canter Heights Dr, San Diego, CA 92130	6
Sage Canyon	2	5290 Harvest Run Dr, San Diego, CA 92130	5
Sycamore Ridge	5	5333 Old Carmel Valley Rd, San Diego, CA 92130	1
Torrey Hills	3	10830 Calle Mar De Mariposa, San Diego, CA 92130	4



SHERWIN-WILLIAMS.



Interior Repaint Specification for

Del  *Mar*

• UNION SCHOOL DISTRICT •

- Ashley Falls
- Carmel Del Mar
- Ocean Air
- Sage Canyon
- Sycamore Ridge
- Torrey Hills

May 8, 2025

Property Addresses:

Ashley Falls: 13030 Ashley Falls Dr, San Diego, CA 92130
Carmel Del Mar: 12345 Carmel Park Dr, San Diego, CA 92130
Ocean Air: 11444 Canter Heights Dr, San Diego, CA 92130
Sage Canyon: 5290 Harvest Run Dr, San Diego, CA 92130
Sycamore Ridge: 5333 Old Carmel Valley Rd, San Diego, CA 92130
Torrey Hills: 10830 Calle Mar De Mariposa, San Diego, CA 92130

Contact:

Nathan Wulff
Director of Maintenance, Operations and Facilities
Del Mar Union School District
NWulff@dmusd.org
858.523.6044

Prepared By:

Debi Palumbo
Commercial Account Executive
debi.palumbo@sherwin.com
858.401.9371

Christine Zgoda
Paint Sales Representative
christine.zgoda@sherwin.com
619.249.2109

Table of Contents

Areas Included and Excluded from Specification

Problem Area Pictures/Substrate

Project Scope

- A. Scope of Work
- B. Materials
- C. Protection of Substrates Not to be Painted
- D. Minimum Specifications
- E. Resolution of Conflicts
- F. Coordination of Work
- G. Safety
- H. Jobsite Visitation
- I. Surface Preparation
- J. Moisture
- K. Pressure Washing & Surface Preparation
- L. Application
- M. Workmanship & Application Conditions
- N. Weather
- O. Coating Maintenance Manual

Areas Included and Excluded from Specification

Include: Interior walls
Doors
Door frames,
Window frames

Exclude:

Alternate:

Include all previously coated substrates in the proposal.

Contractor shall strictly adhere to all applicable federal, state and local regulations associated with proper lead-safe work renovation, repair and painting practices and procedures. State and local regulations may be more strict than those set under the federal regulations. The federal practices and procedures are detailed in EPA's Lead Renovation, Repair and Painting Program Regulations Rule (RRP) 40 CFR Part 745, Subpart E, and as amended. Specifics associated with the RRP Rule pertaining to "Firm Certification", individual "Certified Renovator" Certification, pre-work activities (notification & testing), occupant protection / work site preparation measures, safe work / prohibited work practices, clean-up / clean-up verification / waste disposal / clearance testing (if applicable), recordkeeping and worker training criteria can be obtained on EPA's website: www.epa.gov/lead.

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority. Removal must be done in accordance with EPA Renovation, Repair and Painting Rule and all related state and local regulations. Care should be taken to follow all state and local regulations which may be more strict than those set under the federal RRP Rule.

The work will consist of all preparation, painting, finishing work, and related items necessary to complete the work described in these specifications and listed in the remaining pages included within this specification.

A. Scope of Work

.....

Work, in general, includes surface preparation, surface repair, caulking, sealants, patching, and application of the paint coating to the substrates and systems outlined in this specification and approved by the owner or owner's agent.

B. Materials

.....

1. All materials specified are from The Sherwin-Williams Company.
2. All paints shall be delivered to the job site in the original container with the manufacturer's label intact.
3. The paint shall be applied per the label and data sheet instructions. The material shall not be thinned or modified in any way unless specified herein. The manufacturer's recommendation for proper surface preparation shall be followed. All data sheets on specified materials are available from your local Sherwin-Williams representative.
4. All paint and sundries at the job site shall be available for inspection at any time upon commencement of the job by the owner, owner's agent, or a Sherwin-Williams representative.

C. Protection of Substrates Not to be Painted

.....

1. Upon completion of work, contractors are responsible for protecting all adjacent surfaces not to be coated

D. Resolution of Conflicts

....

1. The Contractor shall be responsible for stopping work and requesting prompt clarification when instructions are lacking, conflicts in the specifications and paint manufacturer's literature, or the procedures are unclear. Any questions concerning these specifications should be clarified before commencing the job. Any changes to these specifications would require written approval by Sherwin-Williams, the customer, or the customer's representative.

E. Safety

....

1. All Technical data sheets and MSDS are available through your Sherwin-William representative or at www.SherwinWilliams.com
2. Verify the existence of lead-based paints on the project. Buildings constructed after 1978 are less likely to contain lead-based paints. If lead-based paints are suspected on the project, all removal must be done following the EPA Renovation, Repair, and Painting Rule or similar state regulations. Verify that the owner has completed the project's Hazardous Material Assessment Report before issuing Drawings.

F. Jobsite Visitation

....

1. The contractor shall be responsible for visiting the job site and familiarizing themselves with the project.
2. All work is subject to inspection by the owner or owner's representative.
3. The contractor will apply the coatings at the appropriate mil thickness. Wet film gages are available through your Sherwin-William representative.
4. Contractor and owner are responsible for ensuring that the project specifications are followed, notwithstanding any Sherwin-Williams representative's periodic visits to the project.
5. Any questions concerning these specifications should be clarified before commencing the job. Any changes to these specifications would require written approval of the owner, agent, or Sherwin-Williams representative

G. Surface Preparation

....

1. Each surface shall be cleaned, scraped, sanded, and prepared as specified. The painting contractor is responsible for the finish of his work. Should any surface be found unsuitable for producing a proper paint or sealant finish, the project representative shall be notified in writing, and no materials shall be applied until the unsuitable surfaces are satisfactory. Commencing of work in a specific area shall be construed as acceptance of surfaces and thereafter as fit and proper to receive the finish. The contractor shall be fully responsible for satisfactory work.
2. All deteriorated or delaminated substrates (i.e., wood, hardboard siding, stucco, and masonry surfaces) shall be replaced with new materials. New substrates will be box primed (6 sides) before installation in accordance with specifications.

3. All exterior surfaces to be painted shall be pressure cleaned and scraped to remove all dirt, mildew, peeling paint, chalk, and any foreign materials detrimental to the new finish (see Pressure Washing).
4. Thoroughly sand all glossy surfaces to create a profile for paint and/or primer to adhere to.
5. Apply caulks and sealants where appropriate. All existing underperforming caulks, or sealants should be removed and replaced with sealant as specified. Allow the sealant to cure for the specified time in dry weather before paint is applied. **NOTE:** It is recommended to apply all primers first and then apply sealant before the topcoat is applied. See the specified sealants section.
6. Knots and pitch streaks shall be scraped, sanded, and spot primed before applying a full prime coat. All nail holes or small openings shall be patched. Any rotten, cracked, delaminated, or water-damaged wood should be replaced. Any loose or peeling paint should be removed by sanding and scraping. All hard, glossy surfaces should be sanded down to create a profile for new paint to adhere. Edges, corners, and raised grain shall be prepared by sanding. Apply sealants to all joints between wood items with a specified sealant.
7. All masonry should be scraped and cleaned to remove peeling paint, delaminated surfaces, and other contaminants. These areas shall be pressure washed and scrubbed with a cleaner/degreaser solution. After cleaning, if there is still chalk evident, this should be brought to the owner's attention in writing before any further work is done. Use an industry-accepted patch or filler to ensure a visually aesthetic finished substrate. Test surface to ensure PH level is acceptable
8. All ferrous metals should be cleaned and degreased, remove loose paint/rust, and spot prime with the specified product.

H. Moisture

....

All areas that could cause paint failure due to moisture should be addressed and eliminated. This would include but is not limited to:

1. Previous coats of paint not adhering properly.
2. Wood checking (cracks and splits in wood).
3. Deteriorated caulking or sealant.
4. Gaps between substrates.
5. Rotten wood.
6. Areas affected by water splashing.
7. Uncaulked nail holes.

I. Surface Preparation

....

1. Remove oil, grease, dirt, loose mill scale, and loose paint. Power tool clean per SSPC-SP3 to remove loose rust and mill scale. Hand tool clean per SSPC-SP2 and sand all glossy surfaces to promote adhesion.
2. Remove mildew per the following:
Remove before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixtures that come in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

J. Application

....

1. Contractor shall be responsible for notification of owner's representative before beginning work if conditions substantially exceed Scope of Work.
2. Materials shall be applied evenly; avoid runs, sags, holidays, brush marks, air bubbles and excessive roller stipple. The finished paint film should be a consistent color and sheen to provide a uniform appearance.
3. All coats shall dry according to the manufacturer's instructions before adding additional coats.
4. Any masonry surface with an elevated pH level shall be sealed with a high PH primer/sealer before application of the finish coat. High pH is considered at a level of 7 pH or greater.
5. The owner or his representative will make building-by-building inspections. If requested, a Sherwin-Williams representative may participate in these visits for technical consultation.
6. All repairs, replacements, and applications are to meet or exceed all manufacturers' and attached specifications.

K. Workmanship & Application Conditions

....

1. Keep the surface clean until the paint is cured.
2. Execute work in accordance with label directions and the manufacturer's paint instructions on Product Data Sheets.
3. All work shall be accomplished by persons with the necessary skill, expertise, and qualifications to do the work in a competent and professional manner.
4. Normal safety and "wet paint" signs, necessary lighting, and temporary roping-off around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress.
5. A progress schedule shall be furnished by the contractor to the owner for approval and shall be based on the contract completion date. The contractor shall advise the owner of those areas in which work is to be performed sufficiently in advance of the work schedule to permit the owner to prepare for the work, advise residents, move vehicles, etc.
6. Do not paint over any code-required labels or any equipment identification, performance rating, name or nomenclature plates.

L. Weather

....

1. All materials are to be applied in accordance with the product data page regarding weather conditions. Stop exterior work early enough in the day to permit paint film to set up before condensation caused by night temperature drops occurs.
2. Do not begin painting until surfaces are moisture free.

Recommended Coatings Systems

Minimum Recommended Surface Preparation

....

SSPC-SP1: Remove all oil, grease, chalk and other surface contamination

SSPC-SP2: Remove all rotten wood, peeling paint and rust

Surface Cleaner: Simple Green Ready-to-Use Surface Prep Cleaner or equivalent non-residue surface cleaner

Caulks and Sealants

....

Execution

- A. Do not begin application of caulk or sealants until substrates have been properly prepared. Notify owner of unsatisfactory conditions before proceeding.
- B. If substrate preparation is the responsibility of another installer, notify owner of unsatisfactory preparation before proceeding.
- C. Proceed with work only after conditions have been corrected, and approved by all parties, otherwise application of caulks and sealants will be considered as an acceptance of surface conditions.

Surface Preparation

- A. Clean all joints by removing any foreign matter or contaminants that would impede adhesion of the sealant to the building material. The surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion.
- B. Existing sealants intended to be painted should be tested to assure coatings will fully adhere. Silicone sealants cannot be painted.
- C. Priming: When required, apply a primer. Do NOT allow it to pool or puddle.
- D. Install backer rod as required to ensure that the recommended depth is regulated when using the backer rod.
- E. No exterior caulking should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless products are designed specifically for these conditions.

Installation

- A. Apply all caulks and sealants per manufacturer specifications in mind.
- B. Do not apply to wet or damp surfaces.
 - 1. Wait at least 30 days before applying to new concrete or masonry, or follow manufacturer's procedures to apply appropriate sealants prior to 30 days.
 - 2. Wait until wood is fully dry after rain or morning fog or dew.
- C. Apply sealants using methods recommended by manufacturer.
- D. Uniformly apply caulks and sealants without skips, voids or sags. Tool bead to a consistent, smooth surface.

Interior Walls

- A. Full Prime:** PrepRite ProBlock Interior/Exterior Latex Primer/Sealer (B51 Series) 4 mils WFT / 1.4 mils DFT
- B. Finish Coat:** SuperPaint Interior Latex Satin (A87 Series) apply at 4 mils WFT / 1.4 mils DFT per coat.
- C. Second Finish Coat:** SuperPaint Interior Latex Satin (A87 Series) apply at 4 mils WFT / 1.4 mils DFT per coat.

Interior Doors & Door Frames

- A. Full Prime:** PrepRite ProBlock Interior/Exterior Latex Primer/Sealer (B51 Series) 4 mils WFT / 1.4 mils DFT
- B. Finish Coat:** Pro Industrial™ Water-Based Alkyd Urethane SG (B53 Series) (4.0-5.0 mils WFT; 1.4 -1.7 mils DFT)
- C. Second Finish Coat:** Pro Industrial™ Water-Based Alkyd Urethane SG (B53 Series) (4.0-5.0 mils WFT; 1.4 - 1.7 mils DFT)



PrepRite® ProBlock®

Interior-Exterior Latex Primer-Sealer

B51-600 Series


**SHERWIN
WILLIAMS.**

CHARACTERISTICS

PrepRite® ProBlock® Interior-Exterior Latex Primer-Sealer:

- Assures uniform appearance of topcoats
- Fast Dry
- Apply at temperatures down to 35°F
- Assures adhesion of the topcoat to slick, glossy surfaces
- Seals out solvent sensitive stains – tar, solvent based markers, etc.
- Seals minor dried water stains and tannin
- Provides easy “slip” for positioning wallpaper

Use on interior:

- Ceiling Tiles • Paneling • Wall Laminate
- Cured Plaster • Drywall • Varnished Woodwork
- Kitchen Cabinets Ceramic • Wall Tile
- Under Wallcovering

Use on Interior and Exterior:

- Wood • Aluminum • Galvanized Metal
- Previously Painted Surfaces • PVC Piping
- Drywall • Concrete and Masonry • Many Plastics
- Glossy Surfaces • Fiberglass • Copper
- Glazed Block

Color: White & Deep Base
For best color development, use the recommended “p”-shade primer. Check color before use.

Coverage: 400 sq. ft. per gallon
@ 4 mils wet; 1.4 mils dry

Drying Time, @ 77° F, 50% RH: 30 minutes

Touch: 1 hour

Recoat as a primer: 4 hours

Recoat as a stain sealer: 2 hours

Recoat to apply wallcovering: 2 hours
Drying and recoat times are temperature, humidity, and film thickness dependent.

Finish: 5-10 units @ 85°

Tinting with CCE Only:

Base	oz. per gallon	Strength
White	0-4	SherColor
Deep Base	4-12	SherColor

White B51W00620

(may vary by color)

V.O.C. (less exempt solvents):

Less than 50 grams per litre; 0.42 lbs. per gallon
As per 40 CFR 59.406

Volume Solids: 35 ±2%

Weight Solids: 52 ±2%

Weight per Gallon: 10.89 lbs

Flash Point: N.A.

Vehicle Type: Styrenated Acrylic Latex

Shelf Life: 36 months, unopened

Anti-microbial – This product contains agents which inhibit the growth of microbes on the surface of this paint film.

COMPLIANCE

As of 8/1/2023, Complies with:

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D.	Yes
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	Yes
LEED® v4 & v4.1 V.O.C.	Yes
EPD-NSF® Certified	Yes
MIR-Manufacturer Inventory	Yes
MPI®	Yes

APPLICATION

When the air temperature is at 35°F, substrates may be colder; prior to painting, check to be sure the air, surface and material temperature is above 35°F and at least 5°F above the dew point. Avoid using if rain or snow is expected within 2-3 hours. Air and surface temperatures must not drop below 35°F for 48 hours after application.

Do not reduce for stain blocking.

Brush:
Use a nylon-polyester brush.

Roller:
Use a 3/8 inch nap soft woven cover.

For specific brushes and rollers, please refer to our Brush and Roller Guide on sherwin-williams.com

Spray - Airless: 2000 p.s.i.
Pressure
Tip .015-.021 inch

APPLICATION TIPS

For best topcoat color development, use a recommended “P”-shade primer. Check color before use.

When spot priming on some surfaces, a non-uniform appearance of the final coat may result, due to differences in holdout between primed and unprimed areas. To avoid this, prime the entire surface rather than spot priming.

For optimal performance, this primer must be topcoated with a latex, alkyd-oil, water-based epoxy, or solvent based epoxy coating on architectural applications.

For exterior exposure, this primer must be topcoated within 14 days with architectural latex or oil finishes.

General Priming: PrepRite ProBlock Interior-Exterior Latex Primer-Sealer can be topcoated in 1 hour in non-stain blocking applications.

SPECIFICATIONS

1 coat PrepRite ProBlock Interior-Exterior Latex Primer-Sealer
2 coats appropriate topcoat

Recommended Architectural Topcoats:

All Surface Enamels
A-100® Exterior Latex
Duration® Exterior & Duration Home® Interior
Emerald® Exterior & Interior
Emerald® Urethane Trim Enamel
SuperPaint® Exterior & Interior
ProClassic® Interior Enamels
ProMar® Interior

Recommended Architectural Topcoats:

Pro Industrial™ Acrylic Coating
Pro Industrial™ Pre-Cat Epoxy
Pro Industrial™ Pre-Cat Urethane
Pro Industrial™ Waterbased Catalyzed Epoxy

PrepRite® ProBlock®

Interior-Exterior Latex Primer-Sealer

SURFACE PREPARATION

WARNING! If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Scrape and sand peeled or checked paint to a sound surface. Sand Glossy surfaces dull. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Special recommendations:

After priming stained surfaces, allow to dry 4 hours, test a small area for bleeding by applying the topcoat before painting the entire project. If the stain bleeds through, apply a second coat of primer, and allow to dry overnight and retest before topcoating. For a complete primer outside, use appropriate exterior primers.

Caulking:

Fill gaps between walls, ceiling, crown moldings, and other with the appropriate caulk after priming the surface.

Drywall:

Fill cracks and nail holes with patching paste-spackle and sand smooth. Joint compounds must be cured and sanded smooth. Remove all sanding dust.

Fire restoration work:

Thoroughly clean the surface before applying to smoke-stained areas. Apply one or two coats of Multi-Purpose Latex Primer/Sealer and test a small area for bleeding before painting the entire surface.

Testing:

Always check for compatibility and adhesion to the surface by applying a test patch of 2-3 square feet. Allow to dry thoroughly for 1 week before checking adhesion.

Tile:

Laminate, ceramic, and plastic tiles, and similar glossy surfaces, must be free of all oil, grease, and soap residue. Do not use this product in areas subject to excessive water, e.g.: in showers, around sinks, on counter tops.

On hard, slick, glossy or otherwise hard to paint surfaces, after preparing the surface, apply a test area of this primer, allow to dry properly and test for adhesion.

SURFACE PREPARATION

Mildew:

Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts clean water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

Plaster:

Bare plaster must be cured, usually 30 days, and hard. If painting cannot wait, allow the surface to dry 7 days and prime with Loxon Concrete and Masonry Primer. Soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of clean water. Repeat until the surface is hard, rinse with clear water and allow to dry.

When used as a primer under wallcovering:

After the wallcovering has been applied and the adhesive has dried and cured, wait at least 21 days before removing the wallcovering to avoid damage to the drywall.

Wood Exterior:

Sand any exposed, weathered wood to a fresh surface. Replace any deteriorated wood. On woods that present potential tannin bleeding, such as redwood and cedar, Multi-Purpose Latex can be used. Care must be taken to determine if tannins will be activated by the water in the coating. To test for bleeding, coat a 4 foot by 4 foot section with the primer. If no bleeding is evident within 4 hours, proceed with complete priming. If bleeding occurs, use Exterior Oil-Based Wood Primer.

For a complete whole house primer outside, use Exterior Latex Wood Primer or Exterior Oil-Based Wood Primer.

CAUTIONS

Protect from freezing.

Non-Photochemically reactive.

Before using, carefully read **CAUTIONS on label**.

CRYSTALLINE SILICA Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (**NIOSH** approved) or leave the area. Adequate ventilation required when sanding or abrading the dried film. If adequate ventilation cannot be provided wear an approved particulate respirator (**NIOSH** approved). Follow respirator manufacturer's directions for respirator use. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. **DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE.** Abrading or sanding of the dry film may release crystalline silica which has been shown to cause lung damage and cancer under long term exposure. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

HOTW 8/1/2023 B51W00620 41 00
SP

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and clean warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

SuperPaint®

Interior Latex Satin

A87W01351/A87WQ1351 Extra White


**SHERWIN
WILLIAMS.**

CHARACTERISTICS

SuperPaint® Interior Latex Satin is for use on previously painted, bare or primed wallboard and wood, and primed plaster, masonry and metal. **SuperPaint** paint and primer in one provides fast & easy application, while offering excellent hide, durability, and improved burnish resistance.

Color: Many Colors
To optimize hide and color development, always use the recommended P-Shade primer.

Coverage: 350-400 sq. ft. per gallon
@ 4 mils wet
1.6 mils dry

Drying Time, @ 77° F, 50% RH:
Touch: 1 Hour
Recoat: 4 Hours

Drying and recoat times are temperature, humidity, and film thickness dependent.

Finish: 10 units @ 60°

Tinting with CCE:

Base:	oz. per gallon:	Strength:
Extra White	0-7	SherColor

Extra White A87W01351

(may vary by color)

V.O.C.(less exempt solvents):

less than 50 grams per litre; 0.42 lbs. per gallon
As per 40 CFR 59.406

Volume Solids:	40 ±2%
Weight Solids:	50 ±2%
Weight per Gallon:	10.55 lbs
Flash Point:	N.A.
Vehicle Type:	Vinyl Acrylic
Shelf Life:	36 months, unopened

COMPLIANCE

As of 11/16/2023, Complies with :

OTC	Yes
OTC Phase II	Yes
S.C.A.Q.M.D.	Yes
CARB	Yes
CARB SCM 2007	Yes
CARB SCM 2020	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	No
LEED® v4 & v4.1 V.O.C.	Yes
EPD-NSF® Certified	Yes
MIR-Manufacturer Inventory	Yes
MPI®	Yes

APPLICATION

Apply at temperatures above 50°F.
No reduction needed.

Brush:

Use a nylon-polyester brush.

Roller:

Use a 3/8 to 3/4 inch nap synthetic cover.

For specific brushes and rollers, please refer to our Brush and Roller Guide.

Spray - Airless:

Pressure	2000 p.s.i.
Tip	.017-.021 inch

APPLICATION TIPS

Make sure product is completely agitated (mechanically or manually) before use.

Priming and application of two coats at the recommended film thickness can help where hiding of a previous coating or application to new drywall is a factor.

Using the same method of application and batch to touch up with as that originally used will help improve touch up.

When original application was by spray, preconditioning of touch up paint by running it through the spray tip will help touch up appearance.

SPECIFICATIONS

SuperPaint Interior Latex can be used directly over existing coatings, or bare drywall, plaster (cured with a pH of less than 9), masonry (cured with a pH of less than 9) and non-bleeding wood.

Block:

1 coat Loxon Acrylic Block Surfacers
2 coats SuperPaint Interior Latex Satin

Drywall:

Self-prime use 2 coats SuperPaint Interior Latex Satin
or
1 coat Premium Wall & Wood Primer
2 coats SuperPaint Interior Latex Satin

Masonry:

1 coat Loxon Concrete & Masonry Primer
2 coats SuperPaint Interior Latex Satin

Plaster:

Self-prime use 2 coats SuperPaint Interior Latex Satin
or
1 coat Loxon Concrete & Masonry Primer
2 coats SuperPaint Interior Latex Satin

Wood:

Self-prime use 2 coats SuperPaint Interior Latex Satin
or
1 coat Premium Wall & Wood Primer
2 coats SuperPaint Interior Latex Satin

If the wood has bleeding (such as tannin or knot-holes), prime with Multi-Purpose Primer.

Other primers may be appropriate.

When repainting involves a drastic color change, a coat of primer will improve the hiding performance of the topcoat color.

SuperPaint®

Interior Latex Satin

SURFACE PREPARATION

WARNING! If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. EXPOSURE TO LEAD DUST CAN CAUSE SERIOUS ILLNESS, SUCH AS BRAIN DAMAGE, ESPECIALLY IN CHILDREN. PREGNANT WOMEN SHOULD ALSO AVOID EXPOSURE. Wear a NIOSH-approved respirator to control lead exposure. Clean up carefully with a HEPA vacuum and a wet mop. Before you start, find out how to protect yourself and your family by contacting the National Lead Information Hotline at 1-800-424-LEAD or log on to www.epa.gov/lead.

Remove all surface contamination by washing with a appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer-sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Caulking:

Gaps between walls, ceiling, crown moldings, and other interior trim can be filled with the appropriate caulk after priming the surface.

Drywall:

Fill cracks and holes with patching paste-spackle and sand smooth. Joint compounds must be cured and sanded smooth. Remove all sanding dust.

Masonry, Concrete, Cement, Block:

All new surfaces must be cured according to the supplier's recommendations – usually about 30 days. Remove all form release and curing agents. Rough surfaces can be filled to provide a smooth surface. If painting can not wait 30 days, allow the surface to cure 7 days and prime the surface with Loxon Concrete & Masonry Primer.

SURFACE PREPARATION

Mildew:

Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised. Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts clean water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

Plaster:

Bare plaster must be cured and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of clean water. Repeat until the surface is hard, rinse with clear water and allow to dry.

Wood:

Sand any exposed wood to a fresh surface. Patch all holes and imperfections with a wood filler or putty and sand smooth.

CAUTIONS

For interior use only.
Protect from freezing.
Non-Photochemically reactive.

Before using, carefully read **CAUTIONS on label**.

Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (**NIOSH** approved) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. **FIRST AID:** In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, Call Poison Control Center, hospital emergency room, or physician immediately. **WARNING:** This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

HOTW 11/16/2023 A87W01351 06 03
FRC,SP

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm clean water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

Pro Industrial™ Waterbased Alkyd Urethane Enamel Semi-Gloss

B53-1150/2150 Series


**SHERWIN
WILLIAMS®**

CHARACTERISTICS

Pro Industrial Waterbased Alkyd Urethane Enamel is a premium quality interior-exterior enamel formulated with a urethane modified alkyd resin system for high performance. It provides beauty and durability when applied to interior-exterior surfaces such as properly prepared drywall, wood, masonry and metal. It brings together the convenience and ease of use of a waterborne coating with the performance and coating characteristics of a traditional oil-based enamel.

- Excellent washability & flow & leveling
- Excellent touch up
- Easy application & cleanup
- Resistant to yellowing compared to traditional alkyds
- Suitable for use in USDA inspected facilities

For use on properly prepared:

Steel, Galvanized & Aluminum, Drywall, Concrete and Masonry, and Wood.

Finish: 50-70° @60°
Color: Most colors

Recommended Spreading Rate per coat:

Wet mils: 4.0-5.0
Dry mils: 1.4-1.7
Coverage: 320-389 sq.ft. per gallon
Theoretical Coverage: 545 sq. ft. per gallon @ 1 mil dry

Approximate spreading rates are calculated on volume solids and do not include any application loss.

Note: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

Drying Schedule @ 4.0 mils wet, @ 50% RH:

Drying, and recoat times are temperature, humidity, and film thickness dependent.

@77°F

To touch 1-2 hours
To recoat 4 hours

Tinting with CCE only:

Base	oz. per gallon	Strength
Extra White	0-6	SherColor
Deep Base	4-12	SherColor
Ultradeep Base	10-14	SherColor

Extra White B53W02151

(may vary by color)

V.O.C. (less exempt solvents):

less than 50 grams per litre; 0.42 lbs. per gallon

As per 40 CFR 59.406

Volume Solids: 34 ± 2%
Weight Solids: 51 ± 2%
Weight per Gallon: 10.94 lb
Flash Point: N/A
Vehicle Type: Urethane modified alkyd
Shelf Life: 36 months, unopened

COMPLIANCE

As of 03/10/2020, Complies with:

OTC	Yes
OTC Phase II	Yes
SCAQMD	Yes
CARB	Yes
CARB SCM 2007	Yes
Canada	Yes
LEED® v4 & v4.1 Emissions	No
LEED® v4 & v4.1 V.O.C.	Yes
EPD-NSF® Certification	No
MIR-Manufacturer Inventory	No
NSF® Certification	No
MPI®	No

APPLICATION

Temperature:

minimum 50°F / 10°C
maximum 100°F / 37.8°C
air, surface, and material
At least 5°F above dew point

Relative humidity: 85% maximum

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer: Water

Airless Spray:

Pressure 2000 p.s.i.
Hose 1/4 inch I.D.
Tip .013 - .017 inch
Filter 60 mesh

Reduction Not recommended

Brush Nylon-polyester

Roller Cover 1/4-1/2 inch woven

If specific application equipment is listed above, equivalent equipment may be substituted.

Apply paint at the recommended film thickness and spreading rate as indicated on front page. Application of coating below minimum recommended spreading rate will adversely affect coating performance.

No painting should be done immediately after a rain or during foggy weather.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. Apply coating evenly while maintaining a wet edge to prevent lapping.

SPECIFICATIONS

Steel:

1 coat Pro Industrial Pro-Cryl Primer
2 coats Pro Industrial Waterbased Alkyd Urethane

Aluminum and Galvanizing:

1 coat Pro Industrial Pro-Cryl Primer
2 coats Pro Industrial Waterbased Alkyd Urethane

Concrete Block (CMU):

1 coat Pro Industrial Heavy Duty Blockfiller or Loxon Acrylic Block Surfer
2 coats Pro Industrial Waterbased Alkyd Urethane

Concrete-Masonry:

1 coat Loxon Concrete & Masonry Primer (if needed)
2 coats Pro Industrial Waterbased Alkyd Urethane

Drywall:

1 coat ProMar 200 Zero V.O.C. Primer
2 coats Pro Industrial Waterbased Alkyd Urethane

Wood, exterior:

1 coat Exterior Wood Primer
2 coats Pro Industrial Waterbased Alkyd Urethane

Wood, interior:

1 coat Premium Wall & Wood Primer
2 coats Pro Industrial Waterbased Alkyd Urethane

The systems listed above are representative of the product's use, other systems may be appropriate.

Pro Industrial™

Waterbased Alkyd Urethane Enamel Semi-Gloss

SURFACE PREPARATION

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

Do not use hydrocarbon solvents for cleaning.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer/sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Iron & Steel - Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6. Primer recommended for best performance

Aluminum - Remove all oil, grease, dirt, oxide and other foreign material per SSPC-SP1. Prime the area the same day as cleaned.

Galvanizing - Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP16 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned.

Concrete Block - Surface should be thoroughly clean and dry. Air, material and surface temperatures must be at least 55°F (13°C) before filling. Use Pro Industrial Heavy Duty Block Filler or Loxon Acrylic Block Surfacer. The filler must be thoroughly dry before topcoating.

Masonry - All masonry must be free of dirt, oil, grease, loose paint, mortar, masonry dust, etc. Clean per SSPC-SP13/Nace 6/ ICRI No. 310.2R, CSP 1-3. Poured, troweled, or tilt-up concrete, plaster, mortar, etc. must be thoroughly cured at least 30 days at 75°F. Form release compounds and curing membranes must be removed by brush blasting. Brick must be allowed to weather for one year prior to surface preparation and painting. Prime the area the same day as cleaned. Weathered masonry and soft or porous cement board must be brush blasted or power tool cleaned to remove loosely adhering contamination and to get to a hard, firm surface. Apply one coat Loxon Conditioner, following label recommendations.

Wood - Surface must be clean, dry, and sound. Prime with recommended primer. No painting should be done immediately after a rain or during foggy weather. Knots and pitch streaks must be scraped, sanded and spot primed before full coat of primer is applied. All nail holes or small openings must be properly caulked.

SURFACE PREPARATION

Previously Painted Surface - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Mildew - Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/ water solution.

PERFORMANCE

System Tested: (unless otherwise indicated)

Substrate: Steel

Surface Preparation: SSPC-SP10

Finish:

1 coat Waterbased Alkyd Urethane, 5 W.F.T.

Adhesion:

Method: ASTM D3359 method B

Result: 4B

Pencil Hardness:

Method: ASTM D3363

Result: 4H

Flexibility:

Method: Method: ASTM D522,
180° bend, 1/4" mandrel

Result: Pass

Dry Heat Resistance:

Method: ASTM D2485

Result: 200°F

Block Resistance:

Lab assessment Excellent

Resistance to Yellowing:

Lab assessment Excellent

No painting should be done immediately after a rain or during foggy weather.

Do not paint on wet surfaces.

Check adhesion by applying a test strip to determine the readiness for painting.

SAFETY PRECAUTIONS

Before using, carefully read **CAUTIONS** on label.

Refer to the Safety Data Sheets (SDS) before use.

FOR PROFESSIONAL USE ONLY.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

CLEANUP INFORMATION

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

DANGER: Rags, steel wool, other waste soaked with this product, and sanding residue may spontaneously catch fire if improperly discarded. Immediately place rags, steel wool, other waste soaked with this product, and sanding residue in a sealed, water-filled, metal container. Dispose of in accordance with local fire regulations.

HOTW 03/10/2020 B53W01153 09 39
FRC

EXHIBIT "B"

General Conditions (Articles)

ARTICLE 1. PROPOSAL ACCEPTANCE: Proposals are subject to acceptance by the signing of a Contract and issuance of an appropriate purchase order at any time within sixty (60) days after the receipt of quotes unless otherwise stipulated. The District reserves the right to accept or reject any and all quotes and reserves the right to waive any informality in any quote.

a) DUTY OF CONTRACTOR: If District accepts the proposal and Contractor is awarded the Contract ("Project"), it is the duty of the Contractor to complete the Work covered by this Contract in exact accordance with all approved plans, Work Specifications, and other Contract Documents and in accordance with the specifications of the District. The Work is to be performed at such times and places as directed by, and subject to, the approval of the authorized District representative.

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

ARTICLE 2. SITE EXAMINATION: Contractor must examine the site and certify all measurements, specifications and conditions affecting the Work to be performed at the site. By submitting their quote, a Contractor warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities, and ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to such matters or for any other undiscovered conditions on the site.

ARTICLE 3. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Scope of Work attached hereto.

ARTICLE 4. SUBCONTRACTING: Contractor agrees to bind every subcontractor by terms of the Contract as far as such terms are applicable to subcontractor's work. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by himself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

ARTICLE 5. ASSIGNMENT: Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of District.

ARTICLE 6. CONTRACTOR AND SUBCONTRACTOR INSURANCE: The Contractor shall not commence Work under this Contract until it has obtained the insurance required under this paragraph and satisfactory proof of such insurance has been submitted to District and said insurance has been approved by the District. Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 Project Specific Aggregate (for this Project only). Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's Board of Education, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the architect, and the architect's consultants, if applicable, individually and collectively as additional insured. Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain, all said insurance during the life of this Contract.

The limits set forth above shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the Contract Documents or law.

Except for worker's compensation insurance, the policy shall not be amended or modified and the coverage amounts shall not be reduced without the District's prior written consent, and the District shall be named as an additional insured and be furnished thirty (30) days' written notice prior to cancellation. The Contractor shall not allow any subcontractor, employee or agent to commence Work on this Contract or any subcontract until the insurance required of the Contractor, subcontractor, or agent has been obtained.

a) WORKER'S COMPENSATION INSURANCE: The Contractor shall procure and shall maintain during the life of this Contract Worker's Compensation Insurance on all its employees engaged in Work under this Contract, and at the site of the Project. If the Work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for subcontractor's employees. Any class of employee or employees not covered by subcontractor's insurance shall be covered by the Contractor's insurance. The Contractor shall provide to the District a certificate regarding Workers' Compensation available from the District prior to performing the Work of the Contract.

ARTICLE 7. LABOR CODE COMPLIANCE: This is a public works project and is subject to compliance monitoring and enforcement by the Department of

Industrial Relations. The Contractor hereby stipulates that it shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000) (Labor Code section 1771), hiring of Apprentices (Labor Code section 1777.5), Working Hours (Labor Code section 1813), and Payroll Records (Labor Code section 1776). Information regarding prevailing wages rates is available online at www.dir.ca.gov/. Contractor shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, actual time and overtime hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work or any part of the Work contemplated by this Contract, starting wage rates, the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work, trades, payments made and employee signatures. The records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor, in accordance with the Public Works Labor Code Provisions. Contractor and all subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner. Copies of these records shall be furnished to the District upon request.

In accordance with Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work under this Contract. Contractor and any subcontractor shall pay workers overtime pay as required by Labor Code section 1815. The Contractor shall pay each worker, laborer, mechanic or persons performing work under this Contract at a rate not less than the prevailing wage for each craft or classification covering the work actually performed. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

Contractor shall forfeit to District as a penalty the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day or more than forty (40) hours per calendar week in violation of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.

Additionally, District and Contractor desire that this Contract clarify responsibilities and labor requirements relating to Contractor's Work. In particular, Contractor shall be knowledgeable of and shall comply with Labor Code sections 1727, 1771, 1773.1, 1773.3, 1773.5, 1773.8, 1774 – 1777, 1777.5, 1810, 1813, 1815, and 1860, including all amendments thereto; each of these Sections is incorporated by reference into this Contract.

ARTICLE 8. DIR REGISTRATION: All contractors and subcontractors on a public works project must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Information regarding registration with DIR is available online at <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>. In the event the Project is under the current legal bid limit, the Contractor must provide its DIR registration number with its proposal. This number shall be on the purchase order. Contractors who work exclusively on small public works projects are not required to register as a public works contractor or file electronic certified payroll reports for those projects. Contractors are still required to maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request. Additionally, awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption.

The small project exemption applies for public works projects that do not exceed:

- **\$25,000** for construction, alteration, demolition, installation, or repair work; or
- **\$15,000** for maintenance.

If said small project exemption does not apply to the Project, Contractor and subcontractors must be registered as of the date of this Contract.

ARTICLE 9. APPRENTICES: Contractor shall comply with Labor Code sections 227, 1777.5, 1777.6, 3070 *et seq.*, and 3077 *et seq.*, each of which is incorporated by reference into this Contract. These Sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, unless an exception is granted and that Contractors and subcontractors shall not discriminate against otherwise qualified employees as

apprentices on any public works solely on the ground of actual or perceived race, religion, color, national origin, ethnic group identification, sex, gender, sexual orientation, age, or physical or mental disability. Only apprentices who are in training under written apprenticeship occupations shall be employed. The responsibility for compliance with these provisions for all apprenticeable occupations rests with Contractor.

ARTICLE 10. WORKERS' COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with District the attached certificate prior to performing under this Contract.

ARTICLE 11. INDEMNIFICATION: District shall not be liable for, and Contractor shall, at its own expense, defend, indemnify, and hold harmless the District, its officials, employees, agents and volunteers, from and against any and all claims, actions, causes of action, suits, proceedings, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages or injury, in law or equity to property or persons, including wrongful death, expenses, charges or costs of any kind or character, including attorneys' fees and costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the Project or this Contract, arising either directly or indirectly from any act, error, omission or negligence of Contractor or its subcontractors, licensees, agents, servants, volunteers or employees, including, without limitation, Claims caused by the concurrent act, error, omission or negligence of District or its officials, employees, agents or volunteers. However, Contractor shall have no obligation to defend or indemnify District from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of District or its agents or employees. Contractor shall reimburse District and its officials, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE 12. MATERIALS: Contractor warrants good title to all material, supplies and equipment installed or including in the Work. Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work. Contractor shall be entirely responsible for damage or loss

by weather or other causes to materials or Work under this Contract.

ARTICLE 13. PATENTS, ROYALTIES AND INDEMNITIES: The Contractor shall hold and save the District and its officers, agents and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Contract, including its use by the District, unless otherwise specifically stipulated in the Contract Documents.

ARTICLE 14. GUARANTEE: Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all Work for a period of one year after date of acceptance of Work by District and shall repair or replace any or all such Work, together with any other Work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one year period from date of acceptance, without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

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

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

ARTICLE 15. PROTECTION OF WORK AND PROPERTY: The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this Contract and shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the District. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and

Contract Documents. Contractor shall take all necessary precautions for safety of employees on the Work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of Work, all necessary safeguards, signs, barriers, light and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of the organization on the Work, whose duty shall be prevention of accidents. Contractor shall report name and position of person so designated to District. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at its discretion to prevent the threatened loss or injury. It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present.

ARTICLE 16. DISTRICT'S RIGHT TO TERMINATE CONTRACT:

a) **TERMINATION FOR CAUSE:** Failure to comply with any of the terms and/or conditions of the Contract Documents shall constitute a default by the Contractor. On or after any event of default by the Contractor, the District shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to: (a) seek specific performance of all or any part of this Contract; (b) terminate this Contract at no cost to the District; or (c) exercise any other legal or equitable remedy. District shall also have the right to cure, or cause to be cured, any cause of default on behalf of the Contractor, and Contractor shall pay to the District all costs and expenses incurred as a result of the cure.

b) **TERMINATION FOR CONVENIENCE:** The District may terminate this Contract, in whole or in part, for District's convenience and without cause at any time by giving Contractor seven (7) days' written notice of such termination. The notice shall specify the date on which termination shall become effective. In an event of termination for convenience, Contractor shall be paid for services performed or deliveries made, pursuant to this Contract and to the satisfaction of the District up to the specified date of termination. Such payment shall be Contractor's sole and exclusive compensation and District shall not have liability to Contractor for any other compensation or damages, including without limitation, anticipated profit, prospective losses or consequential damages, of any kind.

Contractor hereby waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein.

ARTICLE 17. COMPLIANCE WITH STORM WATER PERMIT:

As applicable, Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") – General NPDES Permit No. CAS000004 adopted by the State Water Resources Control Board. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit and include all costs in the Contract amount. Contractor shall be responsible for procuring, implementing and complying with the provisions, monitoring and reporting requirements as required by the Permit. In addition to compliance with the Permit, Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to the storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs. Contractor shall provide copies of all reports and monitoring information to the District Representative.

Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. The Contractor, by signing this Contract, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its proposal accordingly, and assumes any and all risks and liabilities arising therefrom. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for fines or delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit or other regulatory regulations. Contractor shall provide copies of all reports and monitoring information to the District Representative.

ARTICLE 18. CLEAN UP: Contractor shall remove debris, such as waste, rubbish, and excess materials and equipment, from on, under, in, or about the premises. Contractor shall ensure premises shall be free of debris at

all times when work is not actually being performed. Upon completion of work, Contractor shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall be liable to District for any damages arising as a result of a failure to comply with said obligations.

ARTICLE 19. PROVISIONS REQUIRED BY LAW

DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted, then upon application of either Party the Contract shall be physically amended to make such insertion or correction.

ARTICLE 20. EXCAVATION DEEPER THAN FOUR

FEET: If this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, then all of the following apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to proposers prior to the deadline for submitting proposals; (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in this Contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ or involve hazardous waste, or cause a decrease or increase in the Contractors' cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled

completion date provided for by this Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting Parties.

ARTICLE 21. REMOVAL OR RELOCATION OF MAIN OR TRUNKLINE UTILITY FACILITIES:

The Contractor shall not be assessed for liquidated damages for delay in completion of this Project, when such delay was caused by the failure of the awarding authority of this Contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with Section 4215 of the Government Code, if the Contractor while performing the Contract discovers any utility facilities not identified by the public agency in the Contract plans or Work Specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owners, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and Work Specifications with reasonable accuracy, and for equipment on the Project necessarily idled during such work.

ARTICLE 22. CHANGES AND CHANGE ORDERS:

Change orders may not cause the total aggregate cost of the Project to exceed \$60,000 or the Project will become subject to competitive bidding. The District, without invalidating Contract, and as provided by law, may order extra work or make changes by altering, adding to, or deducting from work, the Contract Price being adjusted accordingly. All such work shall be subject to prevailing wage rates and shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. In giving instructions, Contractor agrees that the District shall have authority to make minor changes in Work, not involving change in cost, and not inconsistent with the purposes or approvals of the Project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District, and no claim for an addition to the Contract Price shall be valid unless so ordered.

ARTICLE 23. PAYMENTS: The Contractor shall submit to the District an invoice requesting payment for completion of the Work. The District shall review payment request and, as soon as practical, shall: (i) certify that the request is correct in all aspects and should be paid by the District; (ii) reject the request as not proper, stating the reason(s) why rejection is appropriate; or (iii) require that the Contractor provide additional information that the District reasonably determines is necessary to verify the requested payment amount. In the event the District rejects the request for payment, the Contractor may resubmit the request with additional or new information establishing why payment should be made despite the reason(s) set forth in the District's initial rejection. The District shall pay the undisputed amount of the Contractor's properly submitted request for payment, less any amounts that may be withheld or retained pursuant to this Contract or applicable law, within thirty (30) days of receipt of such request and in accordance with Public Contract Code section 20104.50.

ARTICLE 24. DISPUTE RESOLUTION: Notwithstanding any other language in the Contract Documents, claims between the District and the Contractor shall be resolved in accordance with the procedures set forth in Public Contract Code section 9204. For purposes of this article, "Claims" are defined as a separate demand by the Contractor for one of the following: a time extension for relief from penalties for delay; payment of money or damages arising from Work done; or payment of an amount disputed by the District. Upon receiving a claim sent by registered or certified mail, the District must review and provide a written response within forty-five (45) days that identifies the disputed and undisputed portions of the claim, or request additional documentation supporting the claim within thirty (30) days. The forty-five (45) day period to respond may be extended by mutual agreement. The claim is deemed rejected in its entirety if the District does not issue a response. Any payment due on an undisputed portion of the claim must be processed and made within sixty (60) days after the District's response. If a claimant disputes the District's response or lack thereof, the claimant may demand to meet and confer for settlement of the issues in dispute. Any portion of a claim that remains in dispute after a meet and confer conference will be subject to nonbinding mediation process, as described in Public Contract Code section 9204. Amounts not paid in a timely manner as required by the Code shall bear interest at 7% per annum. A subcontractor or lower tier subcontractor may make a claim to the District through the Contractor, as specified in Public Contract Code section 9204. However, the procedures in this Section shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the District of such claim or

extend the time for the giving of such notice as provided in the Contract Documents.

ARTICLE 25. RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS: For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Public Contract Code, the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of the Public Contract Code apply ("Article 1.5").

For purposes of Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101. For purposes of this article, "claim" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the Contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.

Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Within fifteen (15) days of receipt the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written

claim until the time the claim is denied, including time utilized as a result of the meet and confer process.

If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both Parties. The mediation process shall provide that both Parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good case showing to the court or by stipulation of both Parties. If the Parties fail to select a mediator within the 15-day period, any Party may petition the court to appoint the mediator.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that Code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any Party, order any witness to participate in the mediation or arbitration process.

Notwithstanding any other provision of law, upon stipulation of the Parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall state or county funds pay these fees or expenses. Any Party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other Party arising out of the trial de novo in addition to payment of costs and fees required under Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.

ARTICLE 26. DEFAULT BY CONTRACTOR: When Contractor, or any subcontractor, or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the Work Specifications, the District may, upon five (5) business days' prior written notice describing the default, at its option, annul and set aside the Contract entered into with

said Contractor, subcontractor or vendor either in whole or in part, and make and enter into a new contract in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the Contractor, subcontractor or vendor, as above stated, shall be a liability against the Contractor and his sureties. The Board of Education reserves the right to cancel any articles or services which the Contractor may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Contractor provided satisfactory proof is furnished to the Board of Education, if requested.

ARTICLE 27. WORKERS AND SUPERVISION:

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

ARTICLE 28. SUBSTITUTIONS: No substitutions of materials from those specified in the Work specifications and/or Scope of Work shall be made without the prior written approval of the District.

ARTICLE 29. ACCESS TO WORK: District representatives shall at all times have access to Work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.

ARTICLE 30. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for substantial completion of the Work.

ARTICLE 31. FORCE MAJEURE: The Parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by Act of God, fire, strike, loss, pandemic or epidemic, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other Party(ies), provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing. The Contractor shall not be entitled to additional monetary compensation as a result of any excused performance set forth herein.

ARTICLE 32. PERMITS AND LICENSES: The Contractor and all of his employees, agents, and subcontractors shall secure and maintain in force, at

Contractor's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of Work, materials, supplies, or services in accordance with this Contract.

ARTICLE 33. CONTRACTOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out other terms and conditions of the Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. The Parties agree that: (1) Contractor shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Contract; (2) the Contractor's personnel shall only perform work that is outside the usual course of the District's business; and (3) Contractor's personnel shall be engaged in business independent of the District. Contractor shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District.

ARTICLE 34. ASSIGNMENT OF CLAIMS: In submitting a quote on this public works project, or any subcontractor agreeing to supply goods, services, or materials, and entering a contract pursuant thereto, the Contractor and/or subcontractor do offer and agree to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act, Chapter 2 (commencing with Section 16700 of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 35. GOVERNING LAW AND COMPLIANCE WITH LAWS: This Contract shall be governed by and construed in accordance with the laws of the State of California. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct or work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinances, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any Work knowing it to be in violation of such laws, ordinances, rules or regulations, and without first notifying the District of such violation, Contractor shall bear all costs arising therefrom.

Contractor agrees to post job site notices prescribed by regulation Chapter 8 of the California Code of Regulations, section 16451(d):

This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number: (619) 220-5451

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc.) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html.

ARTICLE 36. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

ARTICLE 37. NO ORAL MODIFICATION: Any waiver, amendment, modification, consent or acquiescence with respect to this Contract or any provision of this Contract or with respect to any failure to perform in accordance

therewith shall be set forth in writing and mutually executed by both Parties hereto.

ARTICLE 38. ASBESTOS NOTIFICATION: This article hereby advises Contractor of the availability of information relative to the location(s) of asbestos-containing building materials ("ACBM") which Contractor's employees or subcontractors may come in contact with while performing services for the District. Existing federal law, as contained in 40 CFR, Part 763.84(d), mandates that Contractor's workers be provided with this information before starting any work in these areas. Each school facility has its own site specific "management plan" which contains this information. It is suggested that Contractor's workers receive and review these documents for their work location. The District assumes no responsibility for costs of addressing any asbestos that is encountered by Contractor's or subcontractors' negligence or for providing Contractor's or subcontractors' workers with training or protective equipment which may be required by any federal, state or local regulation enforcement agency.

All Contract Work that is performed for the District by outside contractors or workers must meet all of the regulations that have been set forth in the Asbestos Hazard Emergency Response Act ("AHERA"). This means that all work which could disturb the integrity of any ACBM needs to be approved by the District. This refers to the sawing, grinding, cutting, or drilling of any ACBM in occupied areas of District buildings.

ARTICLE 39. PROHIBITION AGAINST LEAD-BASED MATERIALS: In accordance with the Lead-Safe Schools Protection Act (Education Code sections 32240 *et seq.*), the Contractor shall not use for purposes of the Work, or incorporate into the Work, any lead-based paint, lead plumbing or solders, or other materials, equipment or other things that, in whole or in part, consist of lead and, therefore, may be a potential source of lead contamination.

ARTICLE 40. DRUG FREE/SMOKE FREE/ALCOHOL FREE POLICY: All District sites are designated drug free/smoke free/alcohol free. The use or abuse of controlled substances, tobacco products and alcohol will not be tolerated.

ARTICLE 41. DVBE PARTICIPATION: This Contract will be subject to disabled veterans participation goals and record retention program if State funding is used for the Project. If applicable, in accordance with Education Code section 17076.11, this District will implement its participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract

for such project, Contractor shall provide appropriate documentation to the District identifying the amount paid to DVBE in conjunction with the Contract, so that the District can assess its success at meeting this goal.

Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the Contract in accordance with DVBE requirements. Contractor agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. Contractor agrees to maintain such records for a period of three (3) years after final payment under the Contract.

ARTICLE 42. PROJECT-RELATED RECORDS: The Contractor shall maintain all documents, books, papers, accounting records, computer files, and other information related to the Project and performance of the Work ("Project Records"), including, but not limited to, Change Orders, submittals, requests for information, daily reports, correspondence, permits, insurance policies, certificates of insurance, testing and inspection reports, and safety records. The Contractor shall keep such accurate and comprehensive Project Records as are (i) necessary for proper administration and performance of the Work and (ii) required by law or this Contract. All Project Records, as applicable, shall be maintained in accordance with generally-accepted accounting principles. If the Contract amount, as adjusted pursuant to this Contract, exceeds \$10,000, then, in accordance with Government Code section 8546.7, the State has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. In addition, the District hereby has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to the Contract. Therefore, the Contractor shall make the Project Records available at its offices at all reasonable times during the performance of the Work and for three (3) years after the District accepts the Work. However, if any audit is commenced within such three (3) year period, the Contractor shall make the Project Records available at all reasonable times until proceedings related to such audit are complete and all statutes of limitation related thereto have expired. In the event the District notifies the Contractor that federal funds have been used in connection with the Project, the Contractor shall retain and make available the Project Records for such longer period as may be required by federal law.

ARTICLE 43. PAYMENT AND PERFORMANCE BONDS: Upon request, the Contractor shall file with the District: (a) a corporate surety bond, in a sum not less than 100% of the amount of the Contract, to guarantee the faithful

performance of the Contract; and (b) a corporate surety bond, in a sum not less than 100% of the amount of the Contract, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract. Corporate sureties on these bonds must be admitted sureties as defined by law, legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties and bond forms must be satisfactory to the District. Failure to submit the required bonds, using the forms provided by the District, may result in termination of the Contract.

ARTICLE 44. COVID-19 PANDEMIC: Contractor shall at all times comply with any and all state, local, and federal regulations regarding the COVID-19 pandemic at Contractor's own expense, including but not limited to phased reopening and access to the site, wearing masks or other personal protective equipment, social distancing, and any resulting or related reduction in site capacity.

THIS CONCLUDES THE GENERAL TERMS AND CONDITIONS consisting of Articles 1 through 44.