



BID # 17-18-101 Surfacing and Ancillary Services District Wide

PRE-BID CONFERENCE

Covina-Valley Unified School District
519 E. Badillo Street
Covina, CA 91723

DATE AND TIME

October 18, 2017

MAIL OR DELIVER

PROPOSAL TO:

Covina-Valley Unified School
District Purchasing Department
Bid # 17-18-101
519 E. Badillo St.
Covina, CA
91723

PROPOSAL DUE DATE AND TIME

November 8, 2017

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SCHEDULE FOR AWARD

Pre-Bid Conference: **October 18, 2017 at 2:00PM**

Bid Due and Opening: **November 8, 2017 at 2:00PM**

Board of Education Submittal: November 14, 2017

Board of Education Meeting: December 4, 2017

Contract Proposal Notice to Proceed: Approximately December 15, 2017

* Required at time of bid opening. If these documents are not returned at the time of the bid opening the bidder will be declared non-responsive.

+ The successful bidder must submit these documents after the award

Notice Calling for Bids

ABC Unified, Acton-Aqua Dulce Unified, Alhambra Unified, Antelope Valley Joint Union High, Arcadia Unified, Azusa Unified, Baldwin Park Unified, Bassett Unified, Bellflower Unified, Beverly Hills Unified, Bonita Unified, Burbank Unified, Castaic Unified, Centinela Valley Union High, Charter Oak Unified, Claremont Unified, Compton Unified, Covina-Valley Unified, Culver City Unified, Downey Unified, Duarte Unified, East Whittier City, Eastside Union, El Monte City, El Monte Union High, El Rancho Unified, El Segundo Unified, Garvey, Glendale Unified, Glendora Unified, Gorman Joint, Hacienda La Puente Unified, Hawthorne, Hermosa Beach City, Hughes-Elizabeth Lakes Union, Inglewood Unified, Keppel Union, La Canada Unified, Lancaster, Las Virgenes Unified, Lawndale Elementary, Lennox, Little Lake City, Long Beach Unified, Los Angeles Unified, Los Nietos Unified, Lowell Joint, Lynwood Unified, Manhattan Beach Unified, Monrovia Unified, Montebello Unified, Mountain View, Newhall, Norwalk-La Mirada Unified, Palmdale, Palos Verdes Peninsula Unified, Paramount Unified, Pasadena Unified, Pomona Unified, Redondo Beach Unified, Rosemead, Rowland Unified, San Gabriel Unified, San Marino Unified, Santa Monica-Malibu Unified, Saugus Union, South Pasadena Unified, South Whittier, Sulpher Springs Union, Temple City Unified, Torrance Unified, Valle Lindo, Walnut Valley Unified, West Covina Unified, Westside Union, Whittier City, Whittier Union High, William S. Hart Union High, Wilsona, Wiseburn Unified School Districts

Surfacing and Ancillary Services District Wide Bid #17-18-101

1.1 BID TIME, DATE AND PLACE:

- A. Bid Opening Date and Time Deadline: **November 8, 2017 at 2:00 PM PST**
- B. Place of Bid Receipt: Covina-Valley Unified School District (LEAD AGENCY)
519 E. Badillo St., Covina, CA 91723, Purchasing Dept.
- C. Project Name: Surfacing and Ancillary Services District Wide Bid #17-18-101
- D. Mandatory Pre-Bid Conference: **October 19, 2017 at 2:00 PM PST**
519 E. Badillo St., Covina, CA 91723, Purchasing Conference Room

1.2 SUMMARY OF WORK:

Project Description:

This project consists of replacing, repairing or maintaining Surfacing and Ancillary Services at all sites throughout the District on an as needed basis.

1.3 NOTICE:

- A. NOTICE IS HEREBY GIVEN that the above named school districts of Los Angeles County, California, acting by and through their Governing Boards, hereinafter referred to as "DISTRICTS" will receive sealed bids for award of a contract for the above-named Project up to, but not later than the bid deadline.
- B. Bid documents shall be available on file at the Covina-Valley Unified School District.
- C. Bids shall be received in the place identified above. Whether or not bids are opened exactly at the time fixed in this notice, no bids will be received after the bid deadline.
- D. The bid package will be available at <http://www.c-vusd.org> for downloading.
- E. Pursuant to the requirements of Labor Code Section 1770 et. Seq., the successful bidder and each of its subcontractors of any tier performed for each craft or type of worker needed to execute the contract ("prevailing wages").
- F. 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. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.
- G. Each BIDDER must post a bid bond or other security in the amount of **10%** of the amount of the bid with the bid. The value of the bid will be based on a hypothetical project identified in the bid documents.
- H. Each BIDDER, simultaneously with the execution of the Contract Agreement, will be required to furnish a Labor and Material Performance Bond in an amount equal to five million dollars (\$5,000,000) each, ten million dollars (\$10,000,000) total. Said Bonds shall be from an admitted California Surety satisfactory to the DISTRICTS and listed in the Federal Register, issued by the Department of Treasury and licensed in California. Said Bonds shall remain in full force and effect through the entire contract period.
- I. The BIDDER shall be a licensed contractor pursuant to the Business and Professions Code: Div. 3, Ch. 9, Article 4 and be licensed in the applicable classifications for the trades for which the contractor is submitting a bid. The required license is B.
- J. This project has 3% Disabled Veteran Business Enterprise participation goals.
- K. Questions about this PROJECT should be directed to:
Contact: Robin Harbert Email Address: rharterbert@c-vusd.org
Lead Agency: Covina-Valley Unified School District
- L. No Bid may be withdrawn until sixty (60) days after the Bid Opening Date.
- M. The DISTRICTS reserves the right to reject any and all bids or to waive irregularities in any bid.
- N. Covina-Valley Unified School District is an "equal opportunity" employer.
- O. No telephone or facsimile machine will be available to bidders on the DISTRICT premises at the time of bid.

Instructions to Bidders

WARNING: READ THIS DOCUMENT AND OTHER CONTRACT DOCUMENTS CAREFULLY. DO NOT ASSUME THAT THE DOCUMENTS ARE THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF PREVIOUSLY PROVIDED FROM THE DISTRICT.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink by an authorized signatory of the offeror that may legally bind the party to the stated services at the rates in the submitted Bid Form. Prices, wording and notations must be in ink or typewritten.
2. Form and Delivery of Bids. The bid must conform and be responsive to all Project Documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the DISTRICT at:

Covina-Valley Unified School District
519 E. Badillo St., Covina, CA 91723
Attn: Robin Harbert, Purchasing Dept.

and must be received on or before the bid deadline (Public Contract Code Section 20112). The envelope shall be plainly marked in the upper left-hand corner with the bidder's name, the Project designation and the date and time for the opening of bids. It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud. However, if prequalification of bidders is required pursuant to Public Contract Code Section 20111.5 only those sealed bids received from prequalified bidders shall be opened and publicly read aloud.

3. Bid Security. Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check, or bid bond in the amount of not less than ten percent (10%) of the total bid price payable to the DISTRICT, determined by a hypothetical project, and shall be given as a guarantee that the bidder, if awarded the contract, will execute the Agreement within ten (10) calendar days after notice of award of the contract, and will furnish, on the prescribed forms, a satisfactory Faithful Performance Bond in an amount not less than five million dollars (\$5,000,000) and separate Payment (labor and material) Bond in an amount not less than five million dollars (\$5,000,000), furnish certificates and endorsements evidencing that the required insurance is in effect, the Workers' Compensation Certificate, Liability Insurance, Drug-Free Workplace Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises

Certification, if applicable, all within ten (10) calendar days of the notice of award of the contract or as otherwise requested in writing by the DISTRICT. It is understood and agreed that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. If the Bidder elects to furnish a bid bond as its Bid Security, the Bidder shall use the bid bond form included in the Project Documents.

4. **Signature.** Any signature required on Project Documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Project for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.
5. **Modifications.** Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICT'S rejection of the bid as being non-responsive. No oral, telephonic, facsimile, or electronic modification of any of the bid documents will be considered.
6. **Erasures, Inconsistent or Illegible Bids.** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being non-responsive.
7. **Examination of Site and Project Documents.** At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the Project; visit the site and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rates of per diem wages and other relevant cost factors; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at its bid price ; determine the character, quality, and quantities of the

work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Project. The Project Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the bidder. The DISTRICT is not making any warranties regarding said information. The DISTRICT shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions and design data given in the Project Documents and the actual conditions revealed during the bidder's pre-bid examination or during the progress of the work. Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

8. **Withdrawal of Bids.** Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.
9. **Agreement and Bonds.** The Agreement which the successful bidder will be required to execute and the payment bond required in accordance with Civil Code Section 3247, are included in the Project Documents. The payment bond shall be in the amount not less than one hundred percent (100%) of the amount of the contract, but not less than five million dollars (\$5,000,000) in accordance with Civil Code Section 3248. The successful bidder will also be required to furnish a separate faithful performance bond in the amount of one hundred percent (100%) of the contract, but not less than five million dollars (\$5,000,000) and in the form included in the Project Documents, which shall remain in full force and effect through the contract period as specified in the General Conditions. All bond premiums shall be at bidder's cost.
10. **Interpretation of Project Documents.** If any bidder is in doubt as to the true meaning of any part of the Project Documents, or finds discrepancies in or omissions from the Project Documents, a written request for an interpretation or correction thereof must be submitted to the DISTRICT ten (10) calendar days before bid deadline. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at DISTRICT's discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be hand delivered or mailed or faxed to each bidder known to have received a set of the Project Documents. No person is authorized to make any oral interpretation of any provision in the Project Documents, nor shall any oral interpretation of Project Documents be binding on the DISTRICT. If there are discrepancies of any kind in the Project Documents, the interpretation of the DISTRICT shall prevail. **SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PROJECT DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE WORK; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND**

COMPLETING THE WORK IN ACCORDANCE WITH THE PROJECT DOCUMENTS; AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT's TIMELINES AND ACCORDING TO THE PROGRESS SCHEDULE TO BE SUBMITTED BY THE SUCCESSFUL BIDDER INCORPORATING THE DISTRICT's TIMELINES FOR COMPLETION OF THE PROJECT.

11. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the DISTRICT. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the Project.
12. Award of Contract. The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the contract, if made by the DISTRICT, will be by action of the Governing Board and to the lowest responsive and responsible bidder. If two identical low bids are received from responsive and responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within Ten (10) working days after the notice of award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsive and responsible bidder or reject all bidders.
13. Alternate Bids. The Governing Board of the DISTRICT does not intend to call for alternate bids per Public Contract Code Section 20103.8. The Governing Board intends to award the contract to the lowest responsive and responsible bidder on the hypothetical project base bid ONLY.
14. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Project. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Project. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "INFORMATION REQUIRED OF BIDDER."

The DISTRICT may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the DISTRICT. In this regard, the DISTRICT may conduct such investigations as the DISTRICT deems necessary to assist in the evaluation of any bid and to establish the

responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the DISTRICT's satisfaction within the prescribed time. The DISTRICT reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the DISTRICT.

15. Listing Subcontractors. Each bidder shall submit, on the form furnished with the Project Documents, a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.). 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. If the bidder fails to specify a subcontractor for any portion of the work in excess of one half (1/2) of one percent (1%) of the bidder's total bid, the bidder agrees that he/she is fully qualified to perform that work and agrees to perform that portion of the work. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.
16. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. DISTRICT may request that such certificates and endorsements are completed on DISTRICT provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with DISTRICT prior to performing the work, the Workers' Compensation Certificate included as a part of the Project Documents per Labor Code Section 1861.
17. Contractor's License. If, at the time and date of the bid opening, bidder is not properly licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code and the Project Documents, such bid will be rejected as non-responsive. (Public Contract Code Section 3300) Pursuant to Business and Professions Code Section 7028.15, no payment shall be made for work or materials under the contract unless and until the Registrar of Contractors verifies to the DISTRICT that the bidder was properly licensed at the time the bid was submitted. Any bidder not so licensed is subject to penalties under the law and the contract will be considered void and DISTRICT shall have the right to bring an action against the unlicensed bidder awarded the contract for recovery of all compensation paid under the contract. (Business and Professions Code Section 7031(b)) If the license classification specified hereinafter is that of a "specialty contractor" as defined in Section 7058 of the Business and Professions Code, the specialty contractor awarded the contract for this work shall construct a majority of the work, in accordance with the provisions of Business and Professions Code Section 7059. The bidder may not use the contractor license of a third party for this bid. The

required license for this bid is B and C-15.

18. Anti-Discrimination. In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the Project by such bidder.
19. Hold Harmless and Indemnification. The successful bidder awarded the contract will be required to indemnify and hold harmless the DISTRICT, the PROJECT MANAGER, and their Governing Boards, ARCHITECT and their CONSULTANTS, officers, agents, and employees, as applicable, as set forth in the Agreement.
20. Substitutions. Should the bidder wish to request any substitution for the materials, process, service, or equipment specified, the bidder shall be required to comply with Article 30 of the General Conditions.
21. Surety Qualifications for Bonds. Only California admitted surety insurers will be acceptable for the issuance of bonds. (Code of Civil Procedure Section 995.311) DISTRICT shall verify the status of the surety by one of the following ways: (1) printing out information from the website of the California Department of Insurance confirming the surety is an admitted surety insurer and attaching it to the bond, or (2) obtaining a certificate from the county clerk for the county in which the DISTRICT is located that confirms the surety is an admitted surety insurer and attaching it to the bond. Any admitted surety insurer who cannot satisfy the minimum rating specified above, but who satisfies the following requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds:
 - a. There must be on file in the office of the county clerk, for the county in which the DISTRICT is located, an unrevoked appointment, power of attorney, bylaws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer authorizing the person who executed the bond to do so for and on behalf of the insurer within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT, and an original or certified copy of the document must be submitted to the DISTRICT.
 - b. A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner must be submitted to the DISTRICT within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT.
 - c. A certificate from the clerk of the county that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, and in the event it has, whether renewed authority has been granted must be submitted to DISTRICT

within ten (10) calendar days of the insurer's receipt of a request to submit such document from the DISTRICT.

- d. Copies of the insurer's most recent annual statement and quarterly statement filed with the California Department of Insurance must be submitted to the DISTRICT within ten (10) calendar days of the insurer's receipt of a request to submit the statements.

22. Liquidated Damages. All work must be completed within the time limits set forth in the Project Documents. It is agreed that damages for the failure to complete the Project described herein within the time limits required are impossible to ascertain. Should the work not be completed within the specified time for completion for each phase, the successful bidder awarded the contract shall be liable for liquidated damages, payable to the DISTRICT, in an amount of One Thousand Dollars (\$1000.00) for each phase for each consecutive calendar day of delay in completion plus all costs and damages incurred by the PROJECT MANAGER employed by the District for the project as a result of delay in each phased completion, or actual damage costs, whichever is determined to be the greater amount. Phased damages CAN run concurrently. Such damages shall be deducted from any payments due or to become due to the successful bidder. Government Code Section 53069.85, Civil Code Section 1671.

23. Drug Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug free workplace. Failure to abide with the conditions set forth in the Drug Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment there under.

24. Non-collusion Affidavit. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a non-collusion affidavit properly notarized.

25. Escrow Agreement. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of the successful bidder awarded the contract, securities equivalent to the amount withheld as retention shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the successful bidder. The DISTRICT retains the sole discretion to approve the bank selected by the successful bidder to serve as escrow agent. Upon satisfactory completion of the contract, the securities shall be returned to the successful bidder. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The successful bidder shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the successful bidder may request DISTRICT to make payment of earned retentions directly to the escrow agent at the expense of the successful

bidder. Also at the successful bidder's expense, the successful bidder may direct investment of the payments into securities, and the successful bidder shall receive interest earned on such investment upon the same conditions as provided for securities deposited by successful bidder. Upon satisfactory completion of the contract, successful bidder shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

The successful bidder who elects to receive interest on monies withheld in retention by the DISTRICT shall, at the request of any subcontractor performing more than five percent (5%) of the successful bidder's total bid, make that option available to the subcontractor regarding any monies withheld in retention by the successful bidder from the subcontractor. If the successful bidder elects to receive interest on any monies withheld in retention by the DISTRICT, then the subcontractor shall receive the identical rate of interest received by the successful bidder on any retention monies withheld from the subcontractor by the successful bidder, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the successful bidder elects to substitute securities in lieu of retention, then, by mutual consent of the successful bidder and subcontractor, the subcontractor may substitute securities in exchange for the release of monies held in retention by the successful bidder.

Public Contract Code Section 22300(d)(1).

The successful bidder wishing to utilize Public Contract Code Section 22300 and enter into an Escrow Agreement shall complete and execute the form Escrow Agreement included in the Project Documents and submit it to the DISTRICT.

26. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free worksite.
27. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.
28. Lead. Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the successful bidder shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization or renovation of any existing school facility.
29. Disabled Veteran Business Enterprises. Each bidder must meet goals and requirements relating to three percent (3%) participation by Disabled Veteran Business Enterprises established by the DISTRICT and the State Allocation Board (SAB), or make a good faith effort with respect thereto, in accordance with the DISTRICT's policies and procedures. Bidders may obtain information from the Office of Small Business Certification and Resources (OSBCR) at <http://www.dgs.ca.gov/osbcr> or (916) 650-0134. The successful bidder shall be required to

submit to the DISTRICT the DVBE certification and the Good Faith Effort which is included in the Project Documents. Prior to, and as a condition precedent for final payment on the Project, the successful bidder shall provide appropriate documentation to the DISTRICT so that the DISTRICT can assess its success at meeting the DVBE participation goal.

30. Hourly Labor Rates on Bid Form. Hourly Labor Rates will include all of the contractor's operating expenses (except outside equipment rental costs), bonding expenses, base prevailing wages including overtime, second shift rates, third shift rates, or weekend rates, employee health and welfare benefits, supervisor and management expenses, overhead and profit. These are the rates that would be billed to the DISTRICT on projects not covered by unit price categories. If the Hourly Labor Rates on the Bid Form do not meet these criteria, the CONTRACTOR'S bid may result in the DISTRICT'S rejection of the bid as being non-responsive.
31. Unit Prices on Bid Form. Unit price categories on pages 28 through 36 on the Bid Form include several types of surfacing projects. The Minimum Charge is similar to a mobilization fee, which will apply if the unit price calculation for a particular square foot category is less than the minimum charge. Each bidder should submit minimum charges and unit prices that are consistent throughout the project categories. If minimum charges and unit prices on the Bid Form do not meet these criteria, the CONTRACTOR'S bid may result in the DISTRICT'S rejection of the bid as being non-responsive. All rates are to include local warehousing at no additional cost to the DISTRICT.
32. 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 (5) years from the date of completion and submit upon 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>
33. Public Works Contractor Registration Certification. 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.

34. **Scheduled Work Week.** The parties recognize that the construction under this bid to take place involve unique and special circumstances which may dictate the need for the Bidder to develop procedures to promote safety, high quality, rapid, uninterrupted construction methods, and practice. The smooth operation, the successful and timely completion of the work is vitally important to the parents and students of the district. The district recognizes that the activities and the scope of work being performed by the contractor could be disruptive and unsafe for students and staff therefore an alternative work week, starting and quitting time, and shift work may be performed at the option of the awarded contractor. Saturday and Sundays will be used for establishing the five-day's work week. Because of operational necessities a second shift, may at the District's discretion, be scheduled with or without the first shift having been worked. The district has the sole discretion to alternate shifts for the benefits of scheduling purposes and for safety reasons. The contractor must adhere to the District's shift scheduling for budgeting and timely completion of the project. Due to scheduling, safety, etc. it is at the District's discretion when to schedule the workweek for work performed under this bid:

Option 1: Tuesdays through Fridays: 3:00pm to 11:00 pm

Option 2: Wednesday through Sunday

Note: DISTRICTS shall have staff on site at all times to manage safety, security locking systems, and to answer questions.

35. **Reporting Process.** Contractor(s) shall satisfactorily provide detailed annual spend reporting for all goods and services provided under this bid to Covina-Valley Unified School District within fourteen (14) calendar days of the potential annual renewal.

36. **Certification.** Each Bidder shall provide a certification from the manufacturer to install their product or materials listed in the bid.

Equipment. If additional equipment is needed for installation, the installer may charge additional fees to the district if needed to complete the installation of the project. The additional fee will be agreed upon by the District and Bidder.

37. **Storage.** After a thirty-day period, a Bidder may require a storage fee charge for holding product and materials due to delays in the project. The cost will be determined by the time and amount of the material and product being stored. All fees will be agreed upon by the District and Bidder.

38. **Re-Delivery.** If a redelivery is required there may be an additional charge by the awarded Bidder. The additional fee will be agreed upon by the District and Bidder.

39. Catalog Discount. The percentage discount is based off of the current manufacturer's list price or bidder's catalog
40. Renderings or Corrections. Three renderings will be included with all goods and services under this bid. After the third rendering, there may be additional charges for any additional corrections to the layout. The additional fee will be agreed upon by the District and Bidder.

Supplementary Instructions to Bidders

Disabled Veteran Business Enterprise Participation (DVBE) Information

DVBE Definition (for this document only)

California Requirements

- A California firm whose ownership, daily management, and operational controls meets all statutory DVBE certification requirements, as documented by the possession of a certification letter issued by the Department of General Services, Office of Small Business and DVBE Certification [OSDC](hereafter referred to as DGS).
- The State of California requires a three percent (3%) participation level in state contracts to further disabled veteran business enterprise (DVBE) participation in California.
- Only DVBEs, possessing a current DVBE certification issued by DGS, may be claimed for participation. Over 600 DVBE firms are presently certified.

DHS Rights / Requirements

- Unless DVBE participation is exempted by DHS, a 3% DVBE participation level is required for all service contracts with a total value of \$10,000 or more.
- DHS reserves the right to exempt any contract from DVBE participation when it is determined to be in the Department's best interest to do so.
- DHS reserves the right to waive DVBE participation requirements at any time prior to the bid/proposal submission deadline. Said waivers may be announced by way of a faxed or written correction notice, administrative bulletin, or bid document addendum.

For answers or help, dial:

(916) 324-0140

- DHS reserves the right to waive "Good Faith Effort" advertising when DHS believes that bidding time lines do not permit sufficient advertising.
 - DHS reserves the right to contact bidders/proposers during the bidding/evaluation process to collect clarifying information or to request corrections, as necessary, to DVBE documentation.
 - **The accompanying instructions must be strictly followed.** Failure to do so may be grounds for bid/proposal disqualification.
Dial (916) 324-0140, if you have a question or need help.
-

DVBE Instructions

Participation Requirements of this Solicitation

- Each prime contractor must either achieve 3% DVBE participation **or** demonstrate that an adequate “Good Faith Effort” (GFE) was made to achieve DVBE participation.
- Firms submitting bid responses with either less than 3% DVBE participation **and/or** a less than adequate GFE, will be deemed nonresponsive and ineligible to receive a contract award.

How to Calculate 3% Participation

- Unless instructed otherwise in the bid document, first determine the total dollar value/amount that will be bid, then multiply this figure by 3% to determine how much of the contract budget should be spent on DVBE supplied services, labor, supplies, materials, or equipment.

How to Meet Participation Requirements

1. ***If the prime contractor IS a DVBE***, commit to use your own workforce alone or in combination with other DVBEs to perform commercially useful services/functions equal to no less than 3% of the contract bid amount. If this fits your firm’s situation, do the following:

Go to page 7. On the form entitled “**Actual DVBE Participation**”, list your firm’s name, the name of other participating DVBEs, complete all items, and attach a copy of the DVBE certification issued by DGS to your firm and all other participating DVBE firms.

OR

2. ***If the prime contractor IS NOT a DVBE***, it must commit to use or subcontract out an amount equal to 3% of the total contract bid amount to qualified DVBE service providers and/or suppliers. If this fits your firm’s situation, do the following:

Go to page 7. On the form entitled “**Actual DVBE Participation**”, list the proposed DVBEs, complete all items, and attach a copy of each DVBE’s current DVBE certification issued by DGS.

OR

3. ***If the prime contractor IS NOT a DVBE, and the bid document is solely soliciting electronic data processing (EDP), information technology (IT), and/or telecommunications services, goods, supplies, equipment, and/or EDP and/or telecommunications services***, do the following:

Submit a copy of your firm’s “Notice of Approved DVBE Business Utilization Plan” issued by DGS’ Procurement Division (PD).

*Start right away,
do not delay.*

(Continued on the next page)

DVBE Instructions

How to Meet Participation Requirements (continued)

*Start right away,
do not delay.*

Business Utilization Plans, when allowed, must be submitted to DGS' (PD) prior to the bid/proposal submission deadline and must be subsequently approved. ***Business Utilization Plans may not be submitted in lieu of actual DVBE participation or in lieu of performing the DVBE good faith effort process for construction or non-EDP or non-IT service contracts.***

Instructions and additional information about Business Utilization Plans may be obtained from:

Department of General Services – Procurement Division Office of
Small Business and DVBE Outreach and Education 707 Third
Street, 2nd Floor
P.O. Box 989052
West Sacramento, CA 95798-9052 or

by calling:

DGS' Receptionist at (800) 559-5529 or (916) 375-4400

OR

- 4. Conduct all five (5) steps of the “Good Faith Effort (GFE)”** process to show what efforts were made to achieve DVBE participation. If your firm is not a certified DVBE or your firm cannot achieve a full 3% DVBE participation level of the total contract bid amount, do the following:

Go to page 4. Follow the instructions for each of the 5 good faith effort steps. Document your firm's GFE efforts on the form entitled “Good Faith Effort” appearing on pages 8 and 9.

(Continued on the next page)

DVBE Instructions

GFE Steps / Instructions

*Document your
GFE efforts on the
form in this
package entitled
“Good Faith
Effort”.*

*Do not delay until the
final days before your
bid is due to start this
process.*

*These five steps
may require 4
weeks or more to
complete.*

NOTE:
This is a new
requirement for
DHS contracts



1. **Dial (916) 324-0140, the DHS Contract Management Unit voice mail telephone line, to obtain:**
 - a. A referral to another state agency that provides a list of DVBE firms, publication resources, or other information.
 - b. Assistance in completing the DVBE forms in this package.
 - c. Answers to questions about DVBE participation and/or GFE documentation requirements.
2. **Contact other state AND federal agencies AND local DVBE organizations for assistance in identifying potential DVBE service providers or suppliers.**
 - a. Contact one or more California state agencies. The Office of Small Business and DVBE Certification (OSDC) program of DGS qualifies as one of these contacts. Dial DGS’ live operator at (800) 559-5529 or (916) 375-4940; **OR** Dial DGS’ 24-hour telephone recording line at (916) 322-5060 to obtain the current DVBE Resource Packet or visit DGS’ Internet site at <http://www.dgs.ca.gov/osbcr> to download the complete list of certified DVBEs.
 - b. Contact one or more local California DVBE organizations listed in the DVBE Resource Packet.
 - c. Contact the Federal Small Business Administration (SBA) for a listing of potential DVBEs via the following Internet site: <http://procurenet.sba.gov>. SBA will not accept telephone contacts. Before using a DVBE referred by the Federal SBA to meet goal participation, verify that the named DVBE is registered with DGS as a certified California DVBE.
 - d. **Enter on the form entitled “Good Faith Effort”:** Date/time of contact; name of organization contacted; contact method; and telephone number, e-mail, or Internet address. As proof of contacts at Internet websites, attach a copy of each Internet website page that you visit (e.g., DGS’ OSDC and federal SBA). -----
3. **Unless GFE advertising is waived by DHS due to time constraints, advertisements for DVBE service providers, subcontractors or suppliers must be placed in at least:**
 - a. One **“trade”** publication related to a trade or industry, **and**
 - b. One **“focus”** publication whose ads are specifically distributed and focused to reach DVBE firms. **OR**
 - c. One publication that qualifies as both **“trade”** and **“focus”**. See the DVBE Resource Packet for a listing of applicable publications.

(Continued on the next page)

DVBE Instructions

GFE Steps / Instructions

(continued)

Document your GFE efforts on the form in this package entitled “Good Faith Effort”.

Do not delay until the final days before your bid is due to start this process.

These five steps may require 4 or more weeks to complete.

3c. GFE advertising instructions (continued)

- 1) Ad placement may be specifically directed to publications that distribute their ads to businesses in the geographical areas where the work will be performed.

- 2) ***Ads should appear in publications 10–14 calendar days*** prior to the date your bid or proposal response is due to be submitted to DHS. Ads for DHS procurements do not need to be publicized for any specific length of time.

Give potential subcontractors/suppliers ample time (i.e., no less than 3-5 working days) to respond to your ad(s), while allowing your firm sufficient time to seriously consider each firm that responds.

- 3) ***Ads should contain*** information similar to the following:

[Enter your company name]

Is seeking qualified DVBE vendors to provide

[Enter description/list of services/supplies, etc.]

in [Enter geographical service area/location, if applicable]

for DHS IFB/RFP [Enter DHS IFB/RFP number or Project Name]

Contact: [Enter your name, address, telephone number, fax number, and/or e-mail ID]

Submit qualifications by: [date/time] or

Submit bids by: [date/time]

- 4) Ads placed in general circulation newspapers including the *LA Times* or the *Sacramento Bee* are not acceptable.

- 5) If GFE advertising has not been waived by DHS, attach to the form entitled “**Good Faith Effort**” appearing on pages 8–9, either a copy of the ad(s) or a written description citing the exact wording of the ad(s). Indicate, in Step 3 on the Good Faith Effort form, the publication date, whether the publication is a trade publication, focus publication, or both, and whether an ad copy or written ad content is attached.

4. Transmit direct solicitations or invitations to bid to potential DVBEs, identified in Steps 2 and/or 3, by way of mail, telephone, personal e-mail, fax, or other method.

- a. Submit ***a single sample*** of one direct solicitation.

- b. If contact was by telephone, document the conversation, date of contact, person contacted, and business opportunities discussed.

(Continued on the next page)

DVBE Instructions

GFE Steps / Instructions (continued)

Document your GFE efforts on the form in this package entitled “Good Faith Effort”.

Do not delay until the final days before your bid is due to start this process.

These five steps may require 4 or more weeks to complete.

Participation and GFE forms appear in the pages that follow.

Use of Proposed DVBEs

c. Submit a list of the DVBE firms to whom your firm transmitted direct solicitations (i.e., bidders list). Include each firm’s name, address and telephone number.

5. Show that the interested DVBE firms that responded to your ad(s) and/or direct solicitations were considered.

Bidding firms are strongly encouraged to achieve full or partial DVBE participation, when performing the GFE process.

- a. List the DVBE firms that responded to your ad(s) or direct solicitations, if any. If no responses are received, indicate “none”, as instructed in Step 5 on page 9.

For each DVBE listed in Step 5 on page 9, indicate if your firm:

- 1) **WILL USE** the DVBE for a specific percentage amount of your bid. For each firm you will use, do the following:

List the name of these DVBEs on the form entitled “**Actual DVBE Participation**”. Indicate whom the DVBE will contract with, the nature of their services or supplies, the claimed percentage of use, and their contracting tier. Attach, to this form, a copy of the current DVBE certification issued to the DVBE by DGS.

OR

- 2) **WILL NOT USE** the DVBE after giving consideration to such things as the DVBE’s qualifications, availability, capacity to perform/deliver, location, reference checks, and/or the services offered or goods supplied, etc.

For each of these firms, indicate, in Step 5 on page 9, the business reason(s) for not choosing to use the DVBE.

If awarded the contract, the selected contractor must faithfully use each DVBE proposed for use and identified on the form entitled “**Actual DVBE Participation**”. Exceptions are only allowed if the contractor submits a Request for Substitution to the DHS Program Contract Manager and that request is subsequently granted by DHS.

Substitution instructions appear in the “Special Terms and Conditions” exhibit clause entitled “Use of Disabled Veteran Business Enterprises”. A copy of this exhibit is attached to the bid document and/or will be attached to the contract.

(Continued on the next page)

ACTUAL DVBE PARTICIPATION

| NAME OF DVBE FIRM PROPOSED FOR USE <small>(Prime is to enter its own name, if the Prime is a certified DVBE)</small> | FIRM THAT DVBE WILL CONTRACT WITH <small>(Prime is to enter "Self", if the</small> | NATURE OF WORK OR GOODS TO BE PROVIDED BY DVBE | DVBE % Claimed | TIER <small>(See legend below)</small> |
|--|---|---|----------------------|---|
| | | | | |

DVBE % Claimed: Enter the percentage level of actual DVBE participation met, regardless of whether or not a full three percent (3%) of the total contract bid amount was achieved. *Do not enter percentages as a decimal or fraction*, instead round numbers to the nearest whole number. *Do Not Enter any Dollar Figures in the "DVBE % Claimed" column.* The budget sheets, if required, that are submitted in your proposal should reflect the DVBE service providers identified above, unless you are uncertain of the budget period in which the DVBE will be used.

TIER = **0** = Prime Contractor **1** = Subcontractor/Supplier to the Prime **2** = Subcontractor/Supplier to Level 1
3 = Subcontractor/Supplier to Level 2, etc.

Attach to this form, a copy of the current DVBE certification issued by DGS for each DVBE listed in the first column. If a new or renewed certification request was recently approved by DGS, but the confirming certification has not yet been received, place a footnote next to the DVBE's name and indicate on this form "Cert Pending" or "Cert To Follow".

Unless specifically indicated in the bid document, DHS will not accept state or federal business utilization plans in lieu of meeting DVBE participation and/or GFE requirements.

If necessary or desired, this form may be photocopied or reproduced in a like form for use in your bid response. If you choose to render a like copy by computer or other means, the instructions appearing on pages 1–6 may be omitted.

Please do not return or include in the bid response, a copy of the DVBE instructions preceding this form.

| | |
|---|------------------|
| <u>Bidding/Proposing Firm's Name</u> | Signature |
| Printed Name/Title | Date |

GOOD FAITH EFFORT

Steps 1 and 2

Show the date and method of contact with DHS and show the contacts made with one or more other California state agencies and the Federal SBA and one or more California local DVBE organizations (see DGS' Resource Packet).

| DATE OF CONTACT | TIME OF CONTACT | NAME OF AGENCY OR ORGANIZATION | CONTACT METHOD (Enter voice mail, internet access, or name of person contacted) | PHONE NUMBER, E-MAIL, OR WWW ADDRESS |
|-----------------|-----------------|--|---|--------------------------------------|
| | | Dept. of Health Services | | (916) 324-0140 |
| | | Dept. of General Services' Small Business and DVBE Certification | Voice mail | (916) 375-4940 (800) 559-5529 |
| | | Dept. of General Services' Small Business and DVBE Certification | Internet access ** | dgs.ca.gov/osbcr |
| | | Federal Small Business Admin. | Internet access only ** | pro-net.sba.gov |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | ** Attach one copy of each Internet website page that you visit as proof of this portion of your good faith effort. | |

Step 3

Show proof of advertising in one trade and one DVBE focus publication, OR one publication qualifying as both a trade and a DVBE focus publication. Be certain to attach the appropriate ad copies or other cited documentation.

| NAME OF PUBLICATION SOURCE | PUBLICATION DATE(S) | TYPE OF PUBLICATION Check the one that applies. | | | COPY OF AD ATTACHED | AD CONTENT ATTACHED |
|----------------------------|---------------------|--|-------|------|-----------------------------|---------------------|
| | | Trade | Focus | Both | Check the one that applies. | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Step 4

Show proof that direct invitations to bid were transmitted to potential DVBEs by way of mail, telephone, personal e-mail, fax, or other method.

- A. Attach, to this form, a **single sample** of an invitation to bid or solicitation that was transmitted directly to potential DVBEs. You may attach:
- ☐ One copy of the letter used to solicit bids from potential DVBEs, or
 - ☐ One copy of the narrative content of an e-mailed invitation to bid sent to potential DVBEs, or
 - ☐ A description of the verbal dialog with potential DVBEs, including date of contact, person contacted and business opportunities discussed.
- B. Attach to this form a copy of the DVBE bidder list. This is the list of DVBE firms to whom direct solicitations or invitations to bid were transmitted.
- ☐ Include each DVBE firm's name, address, and telephone number. *(Continued on the next page)*

GOOD FAITH EFFORT (continued)

Step 5

Show that your firm has considered the interested DVBE firms that responded to your firm's ad(s) and/or direct solicitations. If no responses were received, indicate "none" on the first line of Column 1.

| NAME OF DVBE(S) THAT RESPONDED (This column is self-explanatory) | INDICATE YOUR PROPOSED USE OF EACH DVBE (Complete the appropriate column below and show percentage use, if applicable) | | REASON(S) FOR NOT CHOOSING TO USE THIS DVBE (Enter a business reason for not selecting each firm identified in Column 2B) |
|--|---|-------------------------------|--|
| | COLUMN 2A Will Use Percent | COLUMN 2B X = Will Not Use | |
| COLUMN 1 | | | COLUMN 3 |
| | _____ % | | |
| | _____ % | | |
| | _____ % | | |
| | _____ % | | |
| | _____ % | | |
| | _____ % | | |
| | _____ % | | |
| | _____ % | | |
| | _____ % | | |

Completion Instructions

For each entry in Column 2A, transfer the firm's name and claimed percentage value to the form entitled "Actual DVBE Participation". ***Do not enter percentages as a decimal or fraction***, instead round numbers to the nearest whole number. Complete Column 2A, only for those DVBEs that your firm fully intends to use. An entry in Column 2A will impose an obligation on your firm to use the DVBE firm shown for the percentage value claimed.

Place an "X" in Column 2B for each interested DVBE that your firm does not intend to use.

Complete Column 3 for each "X" placed in Column 2B. In Column 3, indicate the business reason(s) for not selecting the DVBE firm.

If necessary or desired, this form may be photocopied or reproduced in a like form for use in your bid response. If you choose to render a like copy by computer or other means, the instructions appearing on pages 1-6 may be omitted.

Sole authority rests with DHS to determine whether or not a bidder/proposer has successfully documented actual DVBE participation and/or whether a bidder/proposer has made an adequate GFE to achieve participation. Bidders/proposers may, at their sole option, choose to submit both forms in this package (documenting both full participation and a GFE) as insurance against a finding that the actual participation claimed is unacceptable. Should a bidder/proposer choose to do so, it may fax its proposed DVBE participation and/or Good Faith Effort forms to DHS at (916) 323-4091 for a preliminary acceptance review, prior to submitting these forms in a bid/proposal response. Do not transmit any other bid response materials to this telephone number. Preliminary DVBE acceptance reviews will be completed within 3 working days of receipt.

| | |
|---|------------------|
| <u>Bidding/Proposing Firm's Name</u> | Signature |
| Printed Name/Title | Date |

Information Available to Bidders

For the convenience of Bidders, the District is providing the information listed below which the District has in its possession and which may relate to the Work, the Project, or the Project site. The District has not determined the accuracy or completeness of such information; and all such information is made available to Bidders without any representation or warranty by the District whatsoever as to its accuracy, completeness, or relevancy. Bidders shall independently evaluate such information for their use and shall be solely responsible for use or interpretation of such information. Any such use or interpretation shall not be the basis for any claim against the District.

1. Geotechnical Evaluation: Not applicable
2. Roof Assessments: Not applicable
3. Hazardous Material Reports: Not applicable

Bid Form

To: COVINA-VALLEY UNIFIED SCHOOL District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Invitation to Bid, Instruction to Bidders, Supplementary Instructions to Bidders, Information Available to Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Non-collusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order Forms, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplementary Conditions, if any, Special Conditions, if any, scope of work statement, bid package categories, exhibits, drawings, specifications, and all modifications, addenda and amendments, if any (hereinafter called the Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Contract Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Project: **Covina-Valley Unified School District**

Surfacing and Ancillary Services District Wide Bid # 17-18-101

all in strict conformity with the Contract Documents, including Addenda, on file at the business office of the DISTRICT for the lump sum amounts set forth herein.

SURFACING SCOPE OF WORK AND PRICING WORKSHEET

The award of the bid to the lowest, qualified, responsible bidder will be based on a **hypothetical project** using the hourly rates and unit prices provided by the bidders. The project consists of the following:

The District seeks a contractor with a current B and C-15 license to provide surfacing and ancillary Services at District-wide sites as determined by the District. The contractor is required to pay prevailing hourly wages for all employed trades, according to the California Division of Industrial Relations.

Identify hourly bill rates below for the listed labor categories. Rates will include all of the contractor's operating expenses (except outside equipment rental costs), bonding expenses, base prevailing wages including overtime, second shift rates, or third shift rates, employee health and welfare benefits, supervisor and management expenses, overhead and profit. Any overtime charges must be approved by the District prior to the commencement of work. Overtime rates will be calculated commensurate with California labor compliance regulations. These rates and unit prices are to be used to calculate the cost of the hypothetical project on the Bid Form.

| Ancillary Labor | | |
|-----------------|---|---------------------------|
| Item | Description | Rate |
| AL.1 | Laborer | \$_____per hour |
| AL.2 | Material Handler | \$_____per hour |
| AL.3 | Flooring Installer, Resilient | \$_____per hour |
| AL.4 | Drywall Finisher | \$_____per hour |
| AL.5 | Electrician | \$_____per hour |
| AL.6 | Inside Wireman | \$_____per hour |
| AL.7 | Electrical, Comm, System Installer | \$_____per hour |
| AL.8 | Painter, Industrial | \$_____per hour |
| AL.9 | Plasterer | \$_____per hour |
| AL.10 | Mason/Finisher | \$_____per hour |
| AL.11 | Plumber, Industrial | \$_____per hour |
| AL.12 | Landscape, Artificial | \$_____per hour |
| AL.13 | Landscape, Irrigation | \$_____per hour |
| AL.14 | Tile Layer | \$_____per hour |
| AL.15 | Field Surveyor | \$_____per hour |
| AL.16 | Quality Controller | \$_____per hour |
| AL.17 | Safety Officer | \$_____per hour |
| AL.18 | Project Supervisor | \$_____per hour |
| AL.19 | Consultant | \$_____per hour |
| AL.20 | One-coat Moisture Control System for Concrete to Receive Concrete | \$_____per hour |
| AL.21 | Ultra-Bag | \$_____per hour |
| AL.22 | Premium Self-Leveling Underlayment | \$_____per hour |
| AL.23 | Self-Drying, Self-Leveling Concrete Topping | \$_____per hour |
| AL.24 | Two-Part, Low Viscosity Rigid Polyurethane Crack & Joint Repair | \$_____per hour |
| AL.25 | Semi-Rigid Joint Sealant | \$_____per hour |
| AL.26 | Exterior Self-Leveling Concrete Topping | \$_____per hour |
| AL.27 | Moisture Resistant Patch for Concrete | \$_____per hour |
| AL.28 | Rapid Setting Latex Smoothing Leveling Compound | \$_____per hour |
| AL.29 | Ceiling Panel Installation (includes removal & disposal of existing panels) | \$_____per panel (2x4) |
| AL.30 | Paint Application | \$_____per hour |
| AL.31 | Interior/Exterior Paint Prep Work | \$_____per hour |
| AL.32 | Minor Repairs | \$_____per hour |
| AL.33 | Window treatment Installation | \$_____per hour |
| AL.34 | Lamp Lens replacement | \$_____per hour |
| AL.35 | Re-Lamp (includes disposal of existing materials) | \$_____per hour |
| AL.36 | Furniture placement (New) | \$_____per hour |
| AL.37 | Furniture placement (Existing-Remove & Replace) | \$_____per hour |
| AL.38 | Tack Board Installation | \$_____per hour |

| | | |
|-------|---------------------------------|-----------------|
| AL.39 | Sound Wall Installation | \$_____per hour |
| AL.40 | Surface preparation | \$_____per hour |
| AL.41 | Lead based paint removal worker | \$_____per hour |
| AL.42 | Carpenter | \$_____per hour |
| AL.43 | Cement Mason | \$_____per hour |
| AL.44 | Drywall Installer Lather | \$_____per hour |
| AL.45 | Modular Furniture Installer | \$_____per hour |
| AL.46 | Operating engineer | \$_____per hour |
| AL.47 | Slurry Sealer Mixer | \$_____per hour |
| AL.48 | Operating Pile Driver | \$_____per hour |
| AL.49 | Drywall Finisher | \$_____per hour |
| AL.50 | Industrial Painter | \$_____per hour |
| AL.51 | Painter, Lead Abatement | \$_____per hour |
| AL.52 | Industrial Repaint Painter | \$_____per hour |
| AL.53 | Plasterer | \$_____per hour |
| AL.54 | Maintenance Electrician | \$_____per hour |
| AL.55 | AV Installer | \$_____per hour |
| AL.56 | General Plumber | \$_____per hour |
| AL.57 | Drainage Installer | \$_____per hour |
| AL.58 | Mason Finisher | \$_____per hour |
| AL.59 | Design Services | \$_____per hour |
| AL.60 | Training | \$_____per hour |
| AL.61 | Fascia Replacement | \$_____per hour |
| AL.62 | Thermostat Replacement | \$_____per hour |
| AL.63 | Whiteboard Wall - Porcelain | \$_____per sf |
| AL.64 | Site Assessment Evaluation | \$_____each |
| AL.65 | Hardware | \$_____each |
| AL.66 | Dumpster Rental | \$_____per sy |
| AL.67 | Warehouse storage | \$_____per sf |
| AL.68 | Trip charge | \$_____each |

| Ancillary Materials | | |
|---------------------|----------------------------|-------------------|
| Item | Description | Rate |
| AM.1 | Paint | \$_____per gallon |
| AM.2 | Ceiling Tiles | \$_____per sf |
| AM.3 | Window Treatment | \$_____per sf |
| AM.4 | Lamp Lens | \$_____each |
| AM.5 | Tackboard | \$_____each |
| AM.6 | Soundwall | \$_____per sf |
| AM.7 | Drywall | \$_____per sheet |
| AM.8 | Whiteboard Wall -Porcelain | \$_____per sf |

| | | |
|-------|----------------------------|-----------------|
| AM.9 | Plaster | \$_____per sf |
| AM.10 | Electrical | \$_____per lf |
| AM.11 | Plumbing | \$_____each |
| AM.12 | Mason | \$_____each |
| AM.13 | Site Assessment Evaluation | \$_____each |
| AM.14 | Hardware | \$_____each |
| AM.15 | Dumpster Rental | \$_____per sy |
| AM.16 | Warehouse storage | \$_____per sf |
| AM.17 | Design services | \$_____per hour |
| AM.18 | Training | \$_____per hour |
| AM.19 | Furniture rental | \$_____per room |
| AM.20 | Trip charge | \$_____each |
| AM.21 | Fascia | \$_____each |
| AM.22 | Thermostat | \$_____each |

| Flooring Labor | | |
|----------------|--|-----------------|
| Item | Description | Rate |
| FL.1 | Laborer | \$_____per hr |
| FL.2 | Powerbond Installation | \$_____per yd |
| FL.3 | Powerbond Demolition/Disposal | \$_____per yd |
| FL.4 | Carpet (Latex, unibond, vinyl) Demolition/Disposal | \$_____per yd |
| FL.5 | 4" Wall Base installation (includes demo of existing base) | \$_____per lf |
| FL.6 | Floor preparation (includes sundries) | \$_____per hour |
| FL.7 | Reducer | \$_____per lf |
| FL.8 | VCT Installation (includes adhesive) | \$_____per sf |
| FL.9 | No Wax Hardened Vinyl Installation (includes adhesives) | \$_____per sy |
| FL.10 | Sheet Vinyl (includes adhesives) | \$_____per sy |
| FL.11 | Sheet Rubber (includes epoxy adhesives) | \$_____per sy |
| FL.12 | Floating Panel Gym Floor Planks | \$_____per sf |
| FL.13 | Synthetic Gym Floor (sheet) | \$_____per sy |
| FL.14 | Rubber Tiles (includes adhesives) | \$_____per sf |
| FL.15 | Modular Furniture Lift | \$_____per sy |
| FL.16 | Asbestos Removal Worker | \$_____per hour |
| FL.17 | Resilient Tile Layer | \$_____per hour |
| FL.18 | Material Handler | \$_____per hour |
| FL.19 | Tile Finisher | \$_____per hour |
| FL.20 | Tile Layer | \$_____per hour |
| FL.21 | Site Assessment Evaluation | \$_____per hour |
| FL.22 | Testing | \$_____per hour |
| FL.23 | Floor prep | \$_____per hour |
| FL.24 | Upholstery | \$_____per hour |

| | | |
|-------|--|-----------------|
| FL.25 | Furniture Moving | \$_____per hour |
| FL.26 | Epoxy | \$_____per sf |
| FL.27 | LVT Installation | \$_____per sf |
| FL.28 | Linoleum Installation Tile | \$_____per sf |
| FL.29 | Linoleum Installation sheet | \$_____per sy |
| FL.30 | 6" Self-Cove | \$_____per lf |
| FL.31 | Heat Weld (seams) - Sheet Vinyl | \$_____per lf |
| FL.32 | Ceramic Tile Installation | \$_____per sf |
| FL.33 | Geo Tile Installation | \$_____per yd |
| FL.34 | Install Abrasive Action | \$_____per yd |
| FL.35 | Concrete grinding | \$_____per sf |
| FL.36 | Install Glued Down Carpet | \$_____per yd |
| FL.37 | Concrete sealing | \$_____per sf |
| FL.38 | Carpet Tile Installation | \$_____per yd |
| FL.39 | Sports Flooring Installation | \$_____per yd |
| FL.40 | Vented Base Material | \$_____per lf |
| FL.41 | Vented Base Installation | \$_____per lf |
| FL.42 | Demo Unitary Backed Carpet | \$_____per yd |
| FL.43 | Demo Hot Melt Carpet | \$_____per yd |
| FL.44 | Demo Rubber Backed Carpet | \$_____per yd |
| FL.45 | Demo Sheet Vinyl | \$_____per yd |
| FL.46 | Demo Linoleum | \$_____per yd |
| FL.47 | Demo VCT | \$_____per sf |
| FL.48 | Demo LVT | \$_____per sf |
| FL.49 | Stair Labor | \$_____per lf |
| FL.50 | Install VI Stripe | \$_____per lf |
| FL.51 | Moisture Mitigation Labor and Material | \$_____per sf |
| FL.52 | Moisture Testing | \$_____per sf |
| FL.53 | 2.5" Wall Base Installation | \$_____per lf |
| FL.54 | 4" Wall Base Installation | \$_____per lf |
| FL.55 | 6" Wall Base Installation | \$_____per lf |
| FL.56 | Wood Sub Flooring | \$_____per sf |
| FL.57 | Static Dissipative Tile | \$_____per sf |
| FL.58 | Carpet Tile | \$_____per sy |
| FL.59 | Heat Welding | \$_____per ft |
| FL.60 | Reducer Strips | \$_____per lf |
| FL.61 | VI Stripe | \$_____per lf |
| FL.62 | Skirting | \$_____per lf |
| FL.63 | Nosings | \$_____per lf |
| FL.64 | Linoleum | \$_____per sy |
| FL.65 | Quartz Tile | \$_____per sf |

| | | |
|-------|--|-----------------|
| FL.66 | Risers | \$_____per lf |
| FL.67 | Waxing | \$_____per sf |
| FL.68 | Polished concrete | \$_____per sf |
| FL.69 | Floor Grinding | \$_____per sf |
| FL.70 | Bead Blasting | \$_____per sf |
| FL.71 | Walk-off Material – Geo Tile / Abrasive Action | \$_____per sy |
| FL.72 | Semco | \$_____per sf |
| FL.73 | Demo VCT | \$_____per sf |
| FL.74 | Demo Carpet Glued Down | \$_____per sy |
| FL.75 | Demo Sheet Vinyl | \$_____per sy |
| FL.76 | Demo Linoleum | \$_____per sy |
| FL.77 | Demo Carpet Over Pad | \$_____per sy |
| FL.78 | Demo Hot Meet Carpet | \$_____per sy |
| FL.79 | Demo Unitary Backed Carpet | \$_____per sy |
| FL.80 | Demo Rubber Tile | \$_____per sf |
| FL.81 | Demo Rubber Sheet | \$_____per sy |
| FL.82 | Skim Coat | \$_____per sf |
| FL.83 | Demo Over Wood Subfloor – Carpet | \$_____per sy |
| FL.84 | Demo Over Wood Subfloor – VCT | \$_____per sy |
| FL.85 | Demo Over Wood Subfloor – Vinyl | \$_____per sy |
| FL.86 | Wood Sheeting Installation | \$_____per sf |
| FL.87 | Wood sheeting Demo | \$_____per sf |
| FL.88 | Installation Rubber Tile | \$_____per sf |
| FL.89 | Installation Rubber Sheet | \$_____per sy |
| FL.90 | Floor Leveling | \$_____per sf |
| FL.91 | Installation Reducers | \$_____per lf |
| FL.92 | Self-Cove | \$_____per lf |
| FL.93 | Line Painting Sports Floor | \$_____per lf |
| FL.94 | Moisture Testing | \$_____per hour |
| FL.95 | Furniture Moving | \$_____per hour |
| FL.96 | Lift System | \$_____per sy |
| FL.97 | Apply Floor Sealer | \$_____per sf |
| FL.98 | Apply Floor Wax | \$_____per sf |

| Flooring Material | | |
|-------------------|-------------|---------------|
| Item | Description | Rate |
| FM.1 | Powerbond | \$_____per sy |
| FM.2 | VCT | \$_____per sf |
| FM.3 | Sheet Vinyl | \$_____per sy |
| FM.4 | Rubber | \$_____per sf |
| FM.5 | LVT | \$_____per sf |

| | | |
|-------|--|---------------|
| FM.6 | Synthetic Gym Floor | \$_____per sy |
| FM.7 | Maple Plank Floor | \$_____per sf |
| FM.8 | Tile - Ceramic | \$_____per sf |
| FM.9 | Brazilian Tile | \$_____per sf |
| FM.10 | Dance Floor | \$_____per sy |
| FM.11 | Risers | \$_____per lf |
| FM.12 | Safety Floor | \$_____per sy |
| FM.13 | Sealed Concrete | \$_____per sf |
| FM.14 | Epoxy | \$_____per sf |
| FM.15 | Transitional Strips, Reducer Strips & Risers | \$_____per lf |
| FM.16 | Walk-off Material – Geo Tile / Abrasive Action | \$_____per sy |
| FM.17 | Semco | \$_____per sf |
| FM.18 | Wall Base | \$_____per lf |
| FM.19 | Moisture Barrier | \$_____per sf |
| FM.20 | Static Dissipative Tile | \$_____per sf |
| FM.21 | Glued Down Carpet | \$_____per sy |
| FM.22 | Carpet Tile | \$_____per sy |
| FM.23 | Heat Welding | \$_____per lf |
| FM.24 | VI Stripe | \$_____per lf |
| FM.25 | Skirting & Stair Tread | \$_____per lf |
| FM.26 | Nosings | \$_____per lf |
| FM.27 | Linoleum | \$_____per sy |
| FM.28 | Quartz Tile | \$_____per sf |
| FM.29 | Waxing | \$_____per ft |
| FM.30 | Polished concrete | \$_____per ft |

| Outdoor Labor | | |
|---------------|--|---------------|
| Item | Description | Rate |
| ODL.1 | Application of Synthetic Turf - Sports | \$_____per sf |
| ODL.2 | Application of Synthetic Turf - Landscape | \$_____per sf |
| ODL.3 | Application of Synthetic Turf - Playground | \$_____per sf |
| ODL.4 | Earthwork and Substrate Preparation | \$_____per ft |
| ODL.5 | Pad Application | \$_____per ft |
| ODL.6 | Asphalt Application | \$_____per ft |
| ODL.7 | Application of Header Board | \$_____per lf |
| ODL.8 | Boulder Placement | \$_____each |
| ODL.9 | Site Repairs | \$_____each |
| ODL.10 | Logos and Line Application | \$_____per sf |
| ODL.11 | Infill Application | \$_____per sf |
| ODL.12 | Hydro Clean/Maintenance | \$_____each |
| ODL.13 | Synthetic Plants Application | \$_____each |

| | | |
|--------|--|-----------------|
| ODL.14 | Landscape Irrigation | \$_____per lf |
| ODL.15 | Demo | \$_____per sf |
| ODL.16 | Drainage Application | \$_____per lf |
| ODL.17 | Concrete Curb Application | \$_____per sf |
| ODL.18 | Pavers Application | \$_____per sf |
| ODL.19 | Pad Installation | \$_____per sf |
| ODL.20 | Tree Wells | \$_____each |
| ODL.21 | Playground Site Prep | \$_____per sf |
| ODL.22 | Application of Playground Pad | \$_____per sf |
| ODL.23 | Application of Pavers | \$_____per sf |
| ODL.24 | New Tracks 13mm in depth | \$_____per sy |
| ODL.25 | New Tracks 15mm in depth | \$_____per sy |
| ODL.26 | Re-top of old tracks 7mm in new depth | \$_____per sy |
| ODL.27 | Spray Coat with .5-1.5mm rubber | \$_____one each |
| ODL.28 | Spray Coat with .5-1.5mm rubber (2 Layer's) | \$_____2 layers |
| ODL.29 | Spray Coat Binder only (any color) | \$_____one each |
| ODL.30 | Painting/Re-painting (High School) | \$_____one each |
| ODL.31 | Painting/Re-painting (College) | \$_____one each |
| ODL.32 | EnduraFlex Up to 5' CFH | \$_____per sf |
| ODL.33 | EnduraFlex Over 5' CFH, Less than 8' | \$_____per sf |
| ODL.34 | EnduraFlex 8' CFH to less than 10' CFH | \$_____per sf |
| ODL.35 | EnduraFlex 10'-12' CFH | \$_____per sf |
| ODL.36 | FlexGrass Up to 5' CFH | \$_____per sf |
| ODL.37 | FlexGrass Over 5' CFH, Less than 8' | \$_____per sf |
| ODL.38 | FlexGrass 8' CFH to less than 10' CFH | \$_____per sf |
| ODL.39 | FlexGrass 10'-12' CFH | \$_____per sf |
| ODL.40 | UltraFlex Up to 5' CFH | \$_____per sf |
| ODL.41 | UltraFlex Over 5' CFH, Less than 8' | \$_____per sf |
| ODL.42 | UltraFlex 8' CFH to less than 10' CFH | \$_____per sf |
| ODL.43 | UltraFlex 10'-12' CFH | \$_____per sf |
| ODL.44 | FlexTop, ½" depth | \$_____per sf |
| ODL.45 | FlexTop 1.5" depth | \$_____per sf |
| ODL.46 | FlexGrout | \$_____per sf |
| ODL.47 | Xtreme Surfacing, ½" rubber depth | \$_____per sf |
| ODL.48 | KoolFlex ¼" rubber with FlexGrout | \$_____per sf |
| ODL.49 | FlexCoat Aromatic | \$_____per sf |
| ODL.50 | FlexCoat Aliphatic | \$_____per sf |
| ODL.51 | Compacted AB Sub Base, 4" | \$_____per sf |
| ODL.52 | Additional 1" thickness of AB sub base over 4" | \$_____per sf |
| ODL.53 | Upgrade to 100% Standard color | \$_____per sf |
| ODL.54 | Upgrade to Aliphatic Urethane | \$_____per sf |

| | | |
|--------|--------------------------|----------------|
| ODL.55 | Upgrade with design work | \$_____per sf |
| ODL.56 | Minimum Charge Per Job | \$_____per job |

| Outdoor Materials | | |
|-------------------|-----------------------------|---------------|
| Item | Description | Rate |
| ODM.1 | Synthetic Turf - Sports | \$_____per sf |
| ODM.2 | Synthetic Turf - Landscape | \$_____per sf |
| ODM.3 | Synthetic Turf - Playground | \$_____per sf |
| ODM.4 | CMS | \$_____per sf |
| ODM.5 | Asphalt | \$_____per sf |
| ODM.6 | Header Board | \$_____each |
| ODM.7 | Boulders | \$_____each |
| ODM.8 | Synthetic Turf Signage | \$_____each |
| ODM.9 | Synthetic Plants | \$_____each |
| ODM.10 | Geo Fabric | \$_____each |
| ODM.11 | GMAX testing | \$_____per sf |
| ODM.12 | Mulch | \$_____per cy |
| ODM.13 | Decomposed Granite | \$_____per cy |
| ODM.14 | Sub-base | \$_____per cy |
| ODM.15 | Site Assessment Evaluation | \$_____each |
| ODM.16 | Earthwork and Substrate | \$_____per sf |
| ODM.17 | HIC | \$_____each |
| ODM.18 | Shade Structure | \$_____per sf |
| ODM.19 | Playfall Tiles | \$_____per sf |
| ODM.20 | Curbing | \$_____per lf |
| ODM.21 | Shock Pad | \$_____per sf |
| ODM.22 | Drains | \$_____per lf |
| ODM.23 | Color Coated Rubber Infill | \$_____per lb |
| ODM.24 | Rubber Infill | \$_____per lb |
| ODM.25 | TPE Infill | \$_____per lb |
| ODM.26 | Cork Infill | \$_____per lb |
| ODM.27 | Corkonut Infill | \$_____per lb |
| ODM.28 | Zeofill Infill | \$_____per lb |
| ODM.29 | Silica Sand Infill | \$_____per lb |
| ODM.30 | EPDM Infill | \$_____per lb |
| ODM.31 | Acrylic Coated Sand | \$_____per lb |
| ODM.32 | Playground Pad | \$_____per sf |
| ODM.33 | Pavers | \$_____per sf |
| ODM.34 | Rentals and Equipment | \$_____each |
| ODM.35 | Cut Sheet Drawings | \$_____each |
| ODM.36 | Dumpsters | \$_____each |

| | | |
|--------|---|---------------------|
| ODM.37 | Stepping Stone | \$_____per lb |
| ODM.38 | Synthetic Turf Logos | \$_____each |
| ODM.39 | Turf Adhesive | \$_____each |
| ODM.40 | Turf Seam Tape | \$_____each |
| ODM.41 | Landscape Irrigation System | \$_____per lf |
| ODM.42 | Rubber Red | \$_____per lb |
| ODM.43 | Rubber Black | \$_____per lb |
| ODM.44 | Binder Coating | \$_____per gallon |
| ODM.45 | Spray Coat | \$_____per gallon |
| ODM.46 | Paint | \$_____per gallon |
| ODM.47 | EnduraFlex | \$_____per lb |
| ODM.48 | FlexGrass | \$_____per lb |
| ODM.49 | UltraFlex | \$_____per lb |
| ODM.50 | FlexTop | \$_____per lb |
| ODM.51 | FlexGrout | \$_____per lb |
| ODM.52 | Aliphatic Urethane | \$_____per sf |
| ODM.53 | One-coat Moisture Control System for Concrete to Receive Concrete | \$_____per 25lb bag |
| ODM.54 | Ultra-Bag | \$_____per 25lb bag |
| ODM.55 | Premium Self-Leveling Underlayment | \$_____per 25lb bag |
| ODM.56 | Self-Drying, Self-Leveling Concrete Topping | \$_____per 25lb bag |
| ODM.57 | Two-Part, Low Viscosity Rigid Polyurethane Crack & Joint Repair | \$_____per 25lb bag |
| ODM.58 | Semi-Rigid Joint Sealant | \$_____per 25lb bag |
| ODM.59 | Exterior Self-Leveling Concrete Topping | \$_____per 25lb bag |
| ODM.60 | Moisture Resistant Patch for Concrete | \$_____per 25lb bag |
| ODM.61 | Rapid Setting Latex Smoothing Leveling Compound | \$_____per 25lb bag |

| | |
|---|--------|
| Discount on Grainger items based on current manufacturer list price | _____% |
| Discount on TLS Elements items based on current manufacturer list price | _____% |
| Discount on Tandus Centiva items based on current manufacturer list price | _____% |
| Discount on Johnsonite items based on current manufacturer list price | _____% |
| Discount on Armstrong items based on current manufacturer list price | _____% |
| Discount on Nora items based on current manufacturer list price | _____% |
| Discount on Altro items based on current manufacturer list price | _____% |
| Discount on Patcraft items based on current manufacturer list price | _____% |

| | |
|---|---------|
| Discount on Burke items based on current manufacturer list price | _____ % |
| Discount on Miracle items based on current manufacturer list price | _____ % |
| Discount on Playcore items based on current manufacturer list price | _____ % |
| Discount on CSI items based on current manufacturer list price | _____ % |
| Discount on Track Doctor items based on current manufacturer list price | _____ % |
| Discount on Interface items based on current manufacturer list price | _____ % |
| Discount on Shaw items based on current manufacturer list price | _____ % |

**It is the awarded bidder's responsibility to provide a comprehensive price guide to the district, per Pricing Guide Exhibit A

Code of Conduct

The Contractor will perform in a safe and workmanlike manner using industry-accepted practices that ensure safety for District employees, students and visitors at or about the various work sites. While the District will make every effort to identify any underground obstacles prior to the start of any project, if the Contractor should find any underground obstacles, i.e., irrigation systems, natural gas lines or power lines, etc., the Contractor will notify the District before proceeding.

Bid Award Criteria

The award of the bid to the lowest, qualified and responsible bidder shall be based on hypothetical project(s) according to the hourly rates and unit prices listed on Basis of Award (see Exhibits), as well as responsive compliance with all of the bid criteria. The project(s) shall be released publically on the day of the bid opening and tallied by district staff to determine the lowest responsible bidder. All results will be available via request.

Addenda

The undersigned bidder has thoroughly examined any and all Addenda (if any) issued during the Bid Period and is thoroughly familiar with all the contents thereof and acknowledges receipt of the following Addenda:

(Bidder to list all Addenda): _____

1. Each individual bid term shall be determined from visiting the work site, reviewing the drawings and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.
2. It is understood that 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 process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.
3. The required bid security is attached.
4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.
5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and

will also furnish and deliver to the DISTRICT the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Workplace Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, within ten (10) working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on or before the tenth (10th) day after receiving the DISTRICT's Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. List the principals in your company that will be assigned to this project:

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to 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 (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license, License No. _____, Class____, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate active licenses at the time of the bid opening.

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.
12. The undersigned hereby warrants that work will be assigned and completed on an as needed basis by the District; time is of the essence for each assigned project. The District project manager will provide a time estimate for each project. The undersigned agrees that failure mobilize within ten (10) days of providing a quote to the DISTRICT and to complete the work within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of One Thousand Dollars (\$1000) per day per phase of construction. (Government Code Section 53069.85)
13. The required non-collusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically non-responsive.
14. Required Bid Form Attachments:
 - a. DVBE Good Faith Effort _____
 - b. Information Required of Bidders _____
 - c. Contractor Bid Questionnaire _____
 - d. The required bid security _____
 - e. The required list of designated Subcontractors _____
 - f. The required non-collusion affidavit _____
 - g. Contractor and subcontractor DIR Registration _____

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Partnership Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Partner(s): _____

Corporation Name: _____

(a _____ Corporation¹)

Business Address: _____

Telephone: _____

Signed by: _____, President, Date: _____

Joint Venture Name: _____

Signed by: _____, Joint Venture

Print Name: _____

Date: _____

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Telephone. _____

Other Parties to *If an individual:* _____

Joint Venture: (Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as:

Business Address:

Telephone: _____

If a Partnership:

(Name)

Signed by: _____ Partner

Print Name: _____

Date: _____

Business Address:

Telephone: _____

If a Corporation:

(a Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

Bid Form Attachments

ALL OF THE BID FORM ATTACHMENTS LIST BELOW MUST BE SUBMITTED WITH BID PACKAGE.

1. Supplementary Instructions to Bidders – DVBE Good Faith Effort
2. Information Required of Bidders
3. Contractor Bid Questionnaire
4. Bid Bond
5. Designation of Subcontractors
6. Non-collusion Declaration
7. Contractor and subcontractor DIR Registration

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). DISTRICT has discretion to request additional information depending on the Project.

- (1) Bidder name and address (Post Office Box Number not sufficient):

- (2) Telephone: _____ Fax No.: _____

Electronic Mail: _____

- (3) Individual _____ Partnership _____ Corporation _____ Joint Venture _____ (check one)

- (4) Bidder's License No. _____ Class: _____

License Expiration Date _____

Name of License holder _____

- (5) Have you ever been licensed under a different name or different license number?

Yes _____ No _____ If "Yes," give name and license number.

- (6) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

| Name | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(7) Number of years as a contractor in this type of construction work: _____

(8) Person who inspected work site:

Name and Title: _____

Date of Inspection: _____

(9) How many years of experience have you had in school work?

(a) as a general contractor? _____

b) as a subcontractor? _____

(10) Have you ever been terminated from a school or any public project prior to the completion

of the project? Yes _____ No _____ If the answer is "Yes," give dates, names and addresses

of school/public agency and details. _____

(11) Have you ever been barred from bidding on any school or public project?

Yes _____ No _____ If the answer is "Yes," give dates, names and addresses of school/public

agency and details. _____

(12) Have you ever defaulted on any school or public project that resulted in a claim to a

surety? Yes _____ No _____ If the answer is "Yes," give dates, names and addresses of

school/public agency and details. _____

(13)Have you been assessed damages (i.e., liquidated damages) for any public project in the past ten (10) years? Yes_____No_____If the answer is “Yes,” give dates, names, and addresses of public agency and details. _____

(14)Have you ever brought any claim(s) against a public agency? Yes____No____If the answer is “Yes,” please explain in detail name of public agency, nature of the claim and outcome. _____

(15)Have you ever failed to complete a school or public project in the last ten (10) years? Yes____No____If the answer is “Yes,” provide name of public agency and details.

(16)Have you been in litigation or arbitration or dispute of any kind on a question or questions relating to a public project during the past ten (10) years? Yes _____ No _____ If the answer

is "Yes," provide name of public agency and details. _____

(17) List the names, addresses and telephone numbers of three Architects or Engineers whose jobs you have worked on in the past five (5) years.

| <u>Name</u> | <u>Address</u> | <u>Telephone</u> |
|-------------|----------------|------------------|
| _____ | _____ | () _____ |
| _____ | _____ | () _____ |
| _____ | _____ | () _____ |

(18) Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of the DISTRICT or Architect?

Yes ____ No ____ If so, please elaborate.

(19) List at least five (5) of your most recent school projects.

(1) _____
(2) _____
(3) _____
(4) _____

(5) _____

(20) Are you currently under contract for another project? Yes _____ No _____

If the answer is “Yes,” please provide the following information:

(a) Project Number 1:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(b) Project Number 2:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(c) Project Number 3:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(d) Project Number 4:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(e) Project Number 5:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(21) Are there projects not listed above that will be undertaken during the duration of DISTRICT's Project? Yes No If the answer is "Yes," please provide the following information:

(a) Project Number 1:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(b) Project Number 2:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(c) Project Number 3:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(d) Project Number 4:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(e) Project Number 5:

Name of Project: _____

Detailed Description: _____

Name of Project Owner: _____

Contract Amount: _____

Completion Date: _____

(22)Additional information required: _____

(23)List of References - Public projects of similar nature in a school/community college/university within the last five (5) years. DISTRICT has discretion to require more than five (5) references.

1. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project:

Contract Amount: _____

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

2. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

3. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

4. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

5. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Project: _____

Dates of commencement and completion of Project: _____

Contract Amount: _____

Architect: _____

Architect's Address and Telephone: _____

DSA or public agency inspector: _____

Address and Telephone: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.

Signature

Print Name

Title

Date

Note: DISTRICT may wish to expand the scope of the “Information Required of Bidder” form and include additional questions.

CONTRACTOR BID QUESTIONNAIRE

CONTACT INFORMATION

Firm Name: _____ Check One: ☐ Corporation
(as it appears on license) ☐ Partnership
☐ Sole Prop.

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Contractor's License Number(s):

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is "no."²

Contractor will be immediately disqualified if the answer to any of questions 6, 7, 8 or 9 is "yes."³ **If the answer to question 8 is "yes," and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.**

1. Contractor possesses a valid and current California Contractor's license for the project or projects for which it intends to submit a bid. ☐ Yes ☐ No
2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$5,000,000 aggregate. ☐ Yes ☐ No

² A "no" answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 7.

³ A contractor disqualified solely because of a "Yes" answer given to question 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

3. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.

☐ Yes ☐ No ☐ Contractor is exempt from this requirement, because it has no employees

4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information.⁴ ☐ Yes ☐ No

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?⁵ Bonding Capacity of at least \$20 million aggregate is required. ☐ Yes ☐ No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Has your contractor's license been revoked at any time in the last five years?

☐ Yes ☐ No

7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?

☐ Yes ☐ No

8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7? ☐ Yes ☐ No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

9. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the

⁴ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is "no more than 25 per cent of the qualifying amount provided in section 14837(d)(1)." As of January 1, 2001, the qualifying amount is \$10 million, and 25 per cent of that amount, therefore, is \$2.5 million.

⁵ An additional notarized statement from the surety may be requested by *Public Entity* at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

bidding or performance of a government contract? ☐ Yes ☐ No

**PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE,
COMPLIANCE WITH CIVIL AND CRIMINAL LAWS**

A. Current Organization and Structure of the

Business For Firms That Are Corporations:

1a. Date incorporated: _____

1b. Under the laws of what state: _____

1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

| Name | Position | Years with Co. | % Ownership | Social Security # |
|------|----------|----------------|-------------|-------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

| Person's Name | Construction Firm | Dates of Person's Participation with Firm |
|---------------|-------------------|---|
| | | |
| | | |
| | | |
| | | |

For Firms That Are Partnerships:

1a. Date of formation: _____

1b. Under the laws of what state: _____

1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

| Name | Position | Years with Co. | % Ownership | Social Security # |
|------|----------|----------------|-------------|-------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

| Person’s Name | Construction Company | Dates of Person’s Participation with Company |
|---------------|----------------------|--|
| | | |
| | | |
| | | |
| | | |

For Firms That Are Sole Proprietorships:

1a. Date of commencement of business. _____

1b. Social security number of company owner. _____

1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, “owner” and “partner” refer to ownership of ten per cent or more of

the business, or ten per cent or more of its stock, if the business is a corporation.

| Person's Name | Construction Company | Dates of Person's Participation with Company |
|---------------|----------------------|--|
| | | |
| | | |
| | | |
| | | |

For Firms That Intend to Make a Bid as Part of a Joint Venture:

1a. Date of commencement of joint venture. _____

1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

| Name of firm | % Ownership of Joint Venture |
|--------------|------------------------------|
| | |
| | |
| | |
| | |

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

☐ Yes ☐ No

If "yes," explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?

NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No If “yes,” explain on a separate signed page.

4. Are any corporate officers, partners or owners connected to any other construction firms.

NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

☐ Yes ☐ No

If “yes,” explain on a separate signed page.

5. State your firm’s gross revenues for each of the last three years:

6. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years

7. Is your firm currently the debtor in a bankruptcy case? ☐ Yes ☐ No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

☐ Yes ☐ No

If “yes,” please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court’s discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

10. If any of your firm’s license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

11. Has your firm changed names or license number in the past five years?

☐ Yes ☐ No

If “yes,” explain on a separate signed page, including the reason for the change.

12. Has any owner, partner or (for corporations:) officer of your firm operated a construction firm under any other name in the last five years?

☐ Yes ☐ No

If “yes,” explain on a separate signed page, including the reason for the change. _

13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

☐ Yes ☐ No

If “yes,” please explain on a separate signed sheet.

Disputes

14. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

☐ Yes ☐ No

If yes, explain on a separate signed page, identifying all such projects by owner, owner’s address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

15. In the last five years has your firm, or any firm with which any of your company’s owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: “Associated with” refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

☐ Yes ☐ No

If “yes,” explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

16. In the last five years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

If “yes,” explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about “pass-through” disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

17. In the past five years has any claim against your firm concerning your firm’s work on a construction project been filed in court or arbitration? ☐ Yes ☐ No

If “yes,” on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

18. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration? ☐ Yes ☐ No

If “yes,” on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

* * * * *

19. At any time during the past five years, has any surety company made any payments on your firm’s behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm’s behalf, in connection with a construction project, either public or private? ☐ Yes ☐ No

If “yes,” explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

20. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? ☐ Yes ☐ No

If “yes,” explain on a separate signed page. Name the insurance carrier, the form of insurance

and the year of the refusal.

Criminal Matters and Related Civil Suits

21. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity? ☐ Yes ☐ No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

22. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction? ☐ Yes ☐ No

If “yes,” explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

23. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty? ☐ Yes ☐ No

If “yes,” identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Bonding

24. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address and telephone number:

25. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

26. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required? ☐ Yes ☐ No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

27. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If “yes,” attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

28. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If “yes,” attach a separate signed page describing each citation.

29. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ Yes ☐ No

If “yes,” attach a separate signed page describing each citation.

30. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project? _____

31. List your firm’s Experience Modification Rate (EMR) (California workers’

compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

If you do not have an EMR, please attach a letter of explanation as to why.

32. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

33. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

34. During the last five years, has there been more than one occasion in which your own firm has

been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements? ☐ Yes ☐ No

If “yes,” attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

35. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by *[Public Entity]*.

36. If your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

37. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor’s violation at the time they occurred.

☐ Yes ☐ No

If “yes,” provide the date(s) of such findings, and attach copies of the Department’s final decision(s).

PART III. RECENT CONSTRUCTION PROJECTS COMPLETED

38. Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three years.⁶ Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Architect or Engineer: _____

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Description of Project, Scope of Work Performed:

⁶ If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.

Total Value of Construction (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

PART IV. MISCELLANEOUS

39. List all manufacturers for which you are certified: _____

40. If you have Division of State Architect (DSA) pre-check plans available, please identify those plans. _____

41. Does your company have access to State and/or Federal Buying Contracts? ☐ Yes ☐

No If yes, please list those contracts:

42. Do you have design professionals on staff? *e.g. x: interior designer, landscape designer, space designer.* ☐ Yes ☐ No

43. Do you have a Labor Compliance Officer on Staff? ☐ Yes ☐ No

44. Identify the number of labor hours you have submitted to the Department of Industrial Relations within the past 12 months. _____

45. How many "Manhours" of labor do you presently have available? _____

46. How many employees do you have? _____. How many project managers do you have? _____. Please provide an organizational chart of your company.

47. Do you store materials at your company? ☐ Yes ☐

No If so, are the stored materials insured? _____.

48. Do you have stored materials on-hand at your company? ☐ Yes ☐ No

* * * * *

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: _____

Signed: _____

Printed Name: _____

Title: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that we _____,
as Principal, and _____ as Surety, a California admitted surety
insurer, are held and firmly bound unto the COVINA-VALLEY UNIFIED SCHOOL DISTRICT,
hereinafter called the DISTRICT, in the 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 jointly and
severally bind ourselves, our heirs, executors, administrators, successors and assigns.

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 ninety (90) days after said
opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if
no period be specified, within fifteen (15) working days after the notice of award of the contract, or as
otherwise requested in writing by the DISTRICT, enter into a written contract with the DISTRICT, in
accordance with the bid as accepted and give bonds 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, furnish certificates and endorsements evidencing
the required insurance is in effect and furnish and deliver to the DISTRICT the Workers' Compensation
Certificate, Drug- Free Workplace Certification, the Criminal Records Check Certification, Contractor's
Certificate Regarding Non-Asbestos Containing Materials, and the Disabled Veteran Business Enterprises
Certification, if applicable, then the above obligation shall be void and of no effect, otherwise the bond
amount shall be forfeited to the DISTRICT.

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

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

IN WITNESS HEREOF, the parties have executed this bond under their several seals this
day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed
and duly signed by its undersigned authorized representative.

(Corporate Seal of
Principal, if
Bidder) Corporation)

Principal (Proper Name of

By: _____

Signature

Print Name

Title

(Corporate Seal
of Surety)
(Attach Attorney-in-Fact Certificate
and Required Acknowledgements)

Surety

By: _____

Signature

Print Name

Title

Address

Telephone No.

Facsimile No.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) 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 bidder (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 bidder (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 bidder's (prime contractor's) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid.

If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (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 bidder's (prime contractor's) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.

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

Note: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate. Identify additional list of subcontractors by Alternate Bid No. _____.

| | |
|----------------|----------------------------------|
| Type of trade, | Name of Subcontractor/DIR Reg. # |
| | City labor, or |

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Bidder agrees that within twenty-four (24) hours of the bid opening, Bidder shall provide the DISTRICT with the license number (if applicable), expiration date of license, complete address and telephone numbers of each listed subcontractor if such information is not available at the time of the bid opening.

Dated: _____

Name of Bidder

By: _____

(Signature of Bidder)

Print Name: _____

Address: _____

NON-COLLUSION DECLARATION

The undersigned declares:

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

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

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

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

Signed: _____

Typed Name: _____

AGREEMENT

THIS AGREEMENT, dated the _____ day of _____, 20____, in the County of Los Angeles, State of California, is by and between COVINA-VALLEY UNIFIED SCHOOL DISTRICT, (hereinafter referred to as "DISTRICT"), and _____, (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as Surfacing and Ancillary Services District Wide Bid # _____ according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice to Bid, Instructions for Bidders, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Non-collusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, Bidding and Contract Requirements, General Conditions, Supplementary Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of _____ Dollars (\$_____).
4. The work shall be commenced on or before the tenth (10th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed on an as need basis during the term of the contract.
5. Time is of the essence. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of One Thousand Dollars (\$1000) for each calendar day of delay within each phase until work is completed and accepted. Liquidated damages for concurrent phases will accumulate per phase. Time extensions may be granted by the DISTRICT as provided in Article 63 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 63 of the General Conditions.
6. Termination for Cause or Non-appropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT's convenience, CONTRACTOR shall:

- i. Cease operations as directed by DISTRICT in the notice;
- ii. Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- iii. Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT's convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. Hold Harmless and Indemnification. To the fullest extent permitted by law, the CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold

harmless, the DISTRICT, including but not limited to any of its governing board members, officers, employees, PROJECT MANAGER and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, subcontractors, sub-subcontractors, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, this Agreement, or the Project, including but not limited to any costs or liabilities arising out of or in connection with:

- i. Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this AGREEMENT, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.
- ii. Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,
- iii. failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- iv. any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by the CONTRACTOR in connection therewith;
- v. any breach of duty, obligation or requirement under the Project Documents;
- vi. any failure to coordinate the work of other contractors;
- vii. any failure to provide notice to any party as required under the Project Documents;
- viii. any failure to act in such a manner as to protect the DISTRICT and the Project from loss, cost, expense or liability; or
- ix. any failure to protect the property of any utility company or property owner.

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

8. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain insurance coverages as set forth in Articles 16, 17, 18 and 19 of the General Conditions and as further set forth in the Supplementary Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.
9. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR's expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

10. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.
11. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.
12. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action

of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

CONTRACTOR

By: _____

By: _____

Signature

Signature

Print Name

Print Name

Title

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR, if corporation)

General Conditions

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79. ARTICLE 1.

DEFINITIONS

- a. Action of the Governing Board is a vote of a majority of the members in a lawful meeting.
- b. Addenda are the changes in plans, specifications, drawings, and/or Project Documents or Contract Documents which have been authorized in writing by the DISTRICT or ARCHITECT, and which alter, explain, or clarify the Project Documents and/or Contract Documents prior to the bid deadline.
- c. Approval means written authorization by ARCHITECT or DISTRICT.
- d. Agreement includes collectively all Project Documents and Contract Documents.
- e. Contract, Contract Documents, and Project Documents includes, but is not limited to, collectively, to wit: Invitation to Bid Notice Calling for Bids, Instruction Information to for Bidders, Supplementary Instructions to Bidders, Bid Form, Bid Security, Agreement, Designation of Subcontractor form, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Non-collusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantee form, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplementary Conditions, if any, Special Conditions, scope of work statement, exhibits, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto. The Project Documents and Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
- f. CONTRACTOR or DISTRICT are those mentioned as such in the Agreement. They are treated throughout the Project Documents and Contract Documents as if they are of singular number and neuter gender.
- g. DISTRICT is the Governing Board or its duly authorized representative.
- h. Locality in which the work is performed means the county and city in which the work is done.
- i. Project is the planned undertaking as provided for in the Project Documents and Contract Documents by DISTRICT and CONTRACTOR.
- j. Provide shall include "provide complete in place," that is, "furnish and install."
- k. Safety Orders are those issued by the Division of Industrial Safety and OSHA safety and health standards for construction.

- l. Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.
- m. Subcontractor, as used herein, includes those having a direct contractual relationship with CONTRACTOR and one who furnishes material worked to a special design according to plans, drawings, and specifications, but does not include one who merely furnishes material not so worked.
- n. Surety is the person, firm, or corporation that executes as a California admitted surety insurer, the CONTRACTOR's Bid Security, faithful performance bond and payment bond.
- o. Work of the CONTRACTOR or subcontractor includes labor or materials (including, without limitation, equipment and appliances) or both, incorporated in, or to be incorporated in the Project.
- p. Workers include laborer, worker, or mechanic.
- q. PROJECT MANAGER is the entity employed by the DISTRICT to act as its representative in managing the day-to-day affairs of the construction process. The PROJECT MANAGER will work closely with the DISTRICT's Inspector and Architect and have the same rights of access to the Projects as does the DISTRICT's Inspector. The PROJECT MANAGER for this scope of work is the DISTRICT. The DISTRICT reserves the right to substitute an alternative PROJECT MANAGER at its sole discretion.
- r. Architect The architect is the responsible design professional whom prepared the design, and contract documents.
- s. District Inspector is the individual provided by the DISTRICT in accordance with Title 21 and Title 24 of the California Code of Regulations and who will be assigned to the project site to perform the duties required of him by the contract documents.

ARTICLE 2. STATUS OF CONTRACTOR

- a. CONTRACTOR is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Project Documents and Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the DISTRICT and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents and employees shall not be entitled to any rights or privileges of DISTRICT employees and shall not be considered in any manner to be DISTRICT employees. DISTRICT shall be permitted to monitor the activities of the CONTRACTOR to determine compliance with the terms of the Project Documents and Contract Documents.
- b. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any CONTRACTOR not so licensed is subject to penalties under the law, and the contract will be considered void pursuant to Section 7028.7 of the Business and Professions Code. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, P. O. Box 26000, Sacramento, CA 95826.

ARTICLE 3. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Before CONTRACTOR makes any change in the name or legal nature of the CONTRACTOR's entity, CONTRACTOR shall first notify the DISTRICT in writing and cooperate with DISTRICT in making such changes as the DISTRICT may request in the Project Documents and Contract Documents.

ARTICLE 4. CONTRACTOR'S SUPERVISION, PROSECUTION AND PROGRESS

- a. During progress of the work, CONTRACTOR shall keep on the work site a competent superintendent satisfactory to DISTRICT. Before commencing the work herein, CONTRACTOR shall give written notice to DISTRICT and ARCHITECT of the name, qualifications and experience of such superintendent. If Superintendent is found unsatisfactory by DISTRICT, CONTRACTOR shall replace the Superintendent with one acceptable to the DISTRICT. Superintendent shall not be changed except with written consent of DISTRICT, unless a superintendent proves to be unsatisfactory to CONTRACTOR and ceases to be in its employ, in which case, CONTRACTOR shall notify DISTRICT and ARCHITECT in writing and replace said Superintendent with one acceptable to the DISTRICT. Superintendent shall represent CONTRACTOR and all directions given to Superintendent shall be as binding as if given to CONTRACTOR.
- b. CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the work in accordance with the Project Documents and/or Contract Documents. CONTRACTOR shall carefully study and compare all plans, drawings, specifications, and other instructions and shall at once report to ARCHITECT any error, inconsistency or omission which CONTRACTOR or its employees may discover. The CONTRACTOR represents itself to DISTRICT as a skilled, knowledgeable, and experienced CONTRACTOR. The CONTRACTOR shall carefully study and compare the Project Documents and/or Contract Documents with each other, and shall at once report to the ARCHITECT any errors, inconsistencies, or omissions discovered. The CONTRACTOR shall be liable to the DISTRICT for damage resulting from errors, inconsistencies, or omissions in the Project Documents and/or Contract Documents that the CONTRACTOR recognized and which CONTRACTOR knowingly failed to report and which a similarly skilled, knowledgeable, and experienced contractor would have discovered.
- c. The CONTRACTOR shall verify all indicated dimensions before ordering materials or equipment, or before performing work. The CONTRACTOR shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the CONTRACTOR with the Project Documents and/or Contract Documents before commencing work. Errors, inconsistencies or omissions discovered shall be reported to the DISTRICT at once. Upon commencement of any item of work, the CONTRACTOR shall be responsible for dimensions related to such item of work and shall make any corrections necessary to make work properly fit at no additional cost to DISTRICT. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.

- d. Omissions from the plans, drawings or specifications, or the inaccurate description of details of work which are manifestly necessary to carry out the intent of the plans, drawings and specifications, or which are customarily performed, shall not relieve the CONTRACTOR from performing such omitted or inaccurately described work, but they shall be performed as if fully and correctly set forth and described in the plans, drawings and specifications.
- e. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The CONTRACTOR shall be responsible to see that the finished work complies accurately with the Project Documents and/or Contract Documents.

ARTICLE 5. SUBCONTRACTORS

- a. CONTRACTOR agrees to bind every subcontractor by terms of the Project Documents and/or Contract Documents as far as such terms are applicable to subcontractor's work. If CONTRACTOR shall subcontract any part of the work, CONTRACTOR shall be as fully responsible to DISTRICT for acts and omissions of any subcontractor and of persons either directly or indirectly employed by any subcontractor, as it is for acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in Project Documents and/or Contract Documents shall create any contractual relation between any subcontractor and DISTRICT, nor shall the contract documents be construed to be for the benefit of any subcontractor.
- b. DISTRICT's consent to any subcontractor shall not in any way relieve CONTRACTOR of any obligations under the Project Documents and/or Contract Documents and no such consent shall be deemed to waive any provision of any Project Document.
- c. CONTRACTOR must submit with its bid, a Designation of Subcontractors pursuant to the Subletting and Subcontracting Fair Practices Act. If CONTRACTOR specifies more than one subcontractor for the same portion of work or fails to specify a subcontractor, and such portion of the work exceeds one half of one percent of the total bid, CONTRACTOR agrees that it is fully qualified to perform and shall perform such work itself, unless CONTRACTOR provides for substitution or addition of subcontractors. Substitution or addition of subcontractors shall be permitted only as authorized under the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100, et. seq.
- d. In accordance with Business and Professions Code Section 7059, if CONTRACTOR is designated as a "specialty contractor" (as defined in Section 7058 of the Public Contract Code), all of the work to be performed outside of the CONTRACTOR's license specialty shall be performed by a licensed subcontractor in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100, et seq.
- e. A copy of each subcontract, if in writing, or, if not in writing, then a written statement signed by the CONTRACTOR giving the name of the subcontractor and the terms and conditions of such subcontract, shall be filed with the DISTRICT before the subcontractor begins work. Each subcontract shall contain a reference to the Agreement between the DISTRICT and the CONTRACTOR and the terms of that Agreement and all parts of the Project Documents and/or Contract Documents shall be made a part of such subcontract insofar as applicable to the work

covered thereby. Each subcontract will provide for termination in accordance with Article 13 of these General Conditions. Each subcontract shall provide for its annulment by the CONTRACTOR at the order of the ARCHITECT if in the ARCHITECT'S opinion the subcontractor fails to comply with the requirements of the Project Documents and/or Contract Documents insofar as the same may be applicable to this work. Nothing herein contained shall relieve the CONTRACTOR of any liability or obligation hereunder.

- f. No contractor or subcontractor may be listed on a proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

ARTICLE 6. PROHIBITED INTERESTS

No official of DISTRICT who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become directly or indirectly interested financially in this Project or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for DISTRICT who is authorized in such capacity and on behalf of DISTRICT to exercise any executive, supervisory or other similar functions in connection with construction of Project shall become directly or indirectly interested financially in this Project or in any part thereof. CONTRACTOR shall receive no compensation and shall repay DISTRICT for any compensation received by CONTRACTOR hereunder, should CONTRACTOR aid, abet or knowingly participate in violation of this Article 6.

ARTICLE 7. DISTRICT'S INSPECTOR

- a. One or more Inspector(s), including special inspectors, as required, will be employed by DISTRICT and will be assigned to the Project.
- b. No work shall be performed by the CONTRACTOR solely upon the instructions or comments by the Inspector. The Inspector has no authority to interpret the Project Documents and/or Contract Documents or order extra work and any extra work performed without the written instruction of the DISTRICT shall be at CONTRACTOR's sole cost and expense and there will be no delay damages incurred by DISTRICT for such work.
- c. No work shall be carried on except with the knowledge and under the inspection of said Inspector(s). He/she shall have free access to any or all parts of work at any time. CONTRACTOR shall furnish Inspector reasonable opportunities for obtaining such information as may be necessary to keep Inspector fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve CONTRACTOR from any obligation to fulfill the Project Documents and/or Contract Documents. Inspector or ARCHITECT shall have authority to stop work whenever provisions of Project Documents and/or Contract Documents are not being complied with and such noncompliance is discovered. CONTRACTOR shall instruct its employees accordingly.

- d. CONTRACTOR understands and agrees that the Inspector for the Project may also serve concurrently as inspector for other DISTRICT projects and may not therefore be available on site during the entire workday. It shall be the responsibility of CONTRACTOR to notify the Inspector not less than twenty-four (24) hours in advance of materials and equipment deliveries and required inspections.

ARTICLE 8A.PROJECT MANAGER, if applicable.

- a. The PROJECT MANAGER is the entity employed by the District to act as its representative in managing the day-to-day affairs of the construction process, or is a Maintenance and Operations employee of the DISTRICT.
- b. The PROJECT MANAGER has the authority to manage and direct contractor to ensure contractor executes and complies with all of the requirements of the project documents and the work.
- c. The PROJECT MANAGER will review and make recommendations to the District on matters including but not limited to contractor's procedures, correspondence, schedules, estimates, execution of work, progress, sequence of work, project billings, certifications, bonds, insurance and other necessary construction administration activities required to manage the construction process for the District.
- d. Notwithstanding the foregoing none of the management activities and action(s) of the PROJECT MANAGER shall absolve the contractor from fulfilling its obligation under the contract. The progress and completion of the work shall not be impaired or delayed by virtue of any question or dispute arising out of or related to the foregoing matters and the instructions of the PROJECT MANAGER relating thereto.
- e. General management, observation and direction of the work by the PROJECT MANAGER shall in no way imply that the PROJECT MANAGER or his or her representatives are in any way responsible for the safety of the CONTRACTOR or its employees and CONTRACTOR'S subcontractors or their employees; or that the PROJECT MANAGER or his or her representatives will maintain supervision over the CONTRACTOR's construction methods or personnel other than to ensure that the quality of the finished work is in accordance with the Contract Documents.
- f. The PROJECT MANAGER shall advise the District and make judgments on the performance of work. PROJECT MANAGER shall exercise authority under the contract to enforce contractor's faithful compliance with the contract documents.

ARTICLE 8B. ARCHITECT'S STATUS, if applicable

- a. The ARCHITECT shall be the DISTRICT's design representative during construction and shall observe the progress and quality of the work on behalf of the DISTRICT. ARCHITECT shall have the authority to act on behalf of DISTRICT only to the extent expressly provided in the Project Documents and/or Contract Documents. ARCHITECT shall have authority to stop work whenever such stoppage may be necessary in ARCHITECT'S reasonable opinion to ensure the proper execution of the Project Documents and/or Contract Documents.

- b. The ARCHITECT shall advise District and make judgments on be, in the first instance, the judge of the performance of the work. ARCHITECT shall exercise authority under the Project Documents and/or Contract Documents to enforce CONTRACTOR's faithful compliance with the contract documents performance.
- c. The ARCHITECT shall have all authority and responsibility established by law. The ARCHITECT has the authority to observe to ascertain enforce compliance with the Project Documents and/or Contract Documents and the CONTRACTOR shall promptly comply with instructions from the ARCHITECT or an authorized representative of the ARCHITECT.
- d. On all questions related to the quantities, the acceptability of material, equipment or workmanship furnished for the project, , the execution, progress or sequence of work, the interpretation of plans, specifications or drawings, and the acceptable performance of the CONTRACTOR pursuant to the decision of the ARCHITECT shall be, in the first instance the judge of the performance of the work shall govern and shall be precedent to any payment unless otherwise ordered by the Governing Board. The progress and completion of the work shall not be impaired or delayed by virtue of any question or dispute arising out of or related to the foregoing matters interpretations and the instructions of the ARCHITECT relating thereto
- e. General observation supervision and direction of the work by the ARCHITECT shall in no way imply that the ARCHITECT or his or her representatives are in any way responsible for the safety of the CONTRACTOR or its employees or that the ARCHITECT or his or her representatives will maintain supervision over the CONTRACTOR's construction methods or personnel other than to ensure that the quality of the finished work is in accordance with the Project Documents and/or Contract Documents.

ARTICLE 9. NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of the Agreement may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to the Agreement, the private party may be subjected to the payment of property taxes levied on such interest.

ARTICLE 10. ASSIGNMENT OF ANTITRUST ACTIONS

Public Contract Code Section 7103.5 provides:

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body (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 awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

CONTRACTOR, for itself and all subcontractors, agrees to assign to DISTRICT all rights, title, and interest in and to all such causes of action CONTRACTOR and all subcontractors may have under the Agreement. This assignment shall become effective at the time DISTRICT tenders final payment to the CONTRACTOR and CONTRACTOR shall require assignments from all subcontractors to comply herewith.

ARTICLE 11. OTHER CONTRACTS

- a. DISTRICT reserves the right to let other contracts in connection with this work. CONTRACTOR shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate its work with such other contractors.
- b. If any part of CONTRACTOR's work depends for proper execution or results upon work of any other contractor, the CONTRACTOR shall inspect and promptly report to ARCHITECT and PROJECT MANAGER in writing any defects in such work that render it unsuitable for such proper execution and results. CONTRACTOR will be held accountable for damages to DISTRICT for that work which it failed to inspect or should have inspected. CONTRACTOR's failure to inspect and report shall constitute its acceptance of other contractor's work as fit and proper for reception of its work, except as to defects which may develop in other contractors' work after execution of CONTRACTOR's work.
- c. To ensure proper execution of its subsequent work, CONTRACTOR shall measure and inspect work already in place and shall at once report to the PROJECT MANAGER and ARCHITECT in writing any discrepancy between executed work and Project Documents and/or Contract Documents.
- d. CONTRACTOR shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by DISTRICT in prosecution of the Project to the end that CONTRACTOR may perform this Agreement in the light of such other contracts, if any.
- e. Nothing herein contained shall be interpreted as granting to CONTRACTOR exclusive occupancy at site of Project. CONTRACTOR shall not cause any unnecessary hindrance or delay to any other contractor working on Project. If simultaneous execution of any contract for Project is likely to cause interference with performance of some other contract or contracts, DISTRICT shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously.
- f. DISTRICT shall not be responsible for any damages suffered or extra costs incurred by CONTRACTOR resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts on Project, or caused by any decision or omission of DISTRICT respecting the order of precedence in performance of contracts.

ARTICLE 12. OCCUPANCY

DISTRICT reserves the right to occupy buildings and/or portions of the site at any time before completion, and such occupancy shall not constitute final acceptance of any part of work

covered by this Agreement, nor shall such occupancy extend the date specified for completion of the work. Beneficial occupancy of building(s) does not commence any warranty period nor shall it entitle CONTRACTOR to any additional compensation due to such occupancy.

ARTICLE 13. DISTRICT'S RIGHT TO TERMINATE AGREEMENT

- a. Termination for Cause. If the CONTRACTOR refuses or fails to complete the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said work within such time, or if the CONTRACTOR should file a petition for relief as a debtor, or should relief be ordered against CONTRACTOR as a debtor under Title 11 of the United States Code, or if CONTRACTOR should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should refuse or should fail to supply enough properly skilled workers or proper equipment, tools, and materials in the necessary quantity and quality to complete the work in the time specified, or if CONTRACTOR should fail to make prompt payment to subcontractors for materials or labor, or disregard laws or ordinances or instructions of DISTRICT, or if CONTRACTOR or its subcontractors should otherwise be guilty of a violation of any provision of this Agreement, then CONTRACTOR shall be deemed to be in default of the Agreement and DISTRICT may, without prejudice to any other right or remedy, serve written notice upon CONTRACTOR and its surety of DISTRICT's intention to terminate this Agreement, such notice to contain the reasons for such intention to terminate, and unless within ten (10) calendar days after the service of such notice such condition shall cease or such violation shall cease, or arrangements satisfactory to DISTRICT for the correction thereof be made and corrective action commenced in a diligent and workmanlike manner and pursued to satisfactory completion, this Agreement shall upon the expiration of said ten (10) calendar days, cease and terminate. In such case, CONTRACTOR shall be excluded from the worksite and not be entitled to receive any further payment until work is finished to DISTRICT's satisfaction.
- b. In the event of any such termination, surety shall have the right to take over and perform this Agreement, provided, however, that if surety within five (5) calendar days after service upon it of said notice of termination does not give DISTRICT written notice of its intention to take over and perform this Agreement or does not commence performance thereof within ten (10) calendar days after date of serving such notice of termination by DISTRICT on surety, DISTRICT may take over the work and prosecute same to completion by any means determined by DISTRICT including hiring another contractor for the account and at the expense of CONTRACTOR, and CONTRACTOR and its surety shall be liable to DISTRICT for any excess cost or other damages occasioned by the DISTRICT thereby. Time is of the essence in this Agreement. If the DISTRICT takes over the work as hereinabove provided, the DISTRICT may, without liability for so doing, take possession of and utilize in completing the work such materials, supplies, equipment and equipment and other property belonging to the CONTRACTOR as may be on the site of the work and necessary therefore.
- c. The expense of finishing the work, including compensation for additional architectural, managerial, and administrative services, shall be a charge against CONTRACTOR and

CONTRACTOR agrees that the charge may be deducted from any money due or becoming due to CONTRACTOR from DISTRICT or CONTRACTOR shall pay the charge to the DISTRICT. Expense incurred by DISTRICT as herein provided, and damage incurred through CONTRACTOR's default, shall be certified to DISTRICT by ARCHITECT. The surety shall become liable for payment should CONTRACTOR fail to pay in full any cost incurred by the DISTRICT.

- d. Non-appropriation of Funds/Insufficient Funds. In the event that sufficient funds are not appropriated to complete the Project or the DISTRICT determines that sufficient funds are not available to complete the Project, DISTRICT may terminate or suspend the completion of the Project at any time by giving written notice to the CONTRACTOR. In the event that the DISTRICT exercises this option, the DISTRICT shall pay for any and all work and materials completed or delivered onto the site, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials paid for shall include a factor of fifteen percent (15%) for the CONTRACTOR's overhead and profit and there shall be no other costs or expenses paid to CONTRACTOR. All work, materials and orders paid for pursuant to this provision shall become the property of the DISTRICT. DISTRICT may, without cause, order CONTRACTOR in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as DISTRICT may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.
- e. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the DISTRICT.

ARTICLE 14. BONDS

Unless otherwise specified in Special Conditions, CONTRACTOR shall furnish a surety bond in an amount equal to one hundred percent (100%) of contract price as security for faithful performance of this Agreement and shall furnish a separate bond in an amount of one hundred percent (100%) of the contract price as security for payment to persons performing labor and furnishing materials in connection with this Project. Bonds shall be in the form set forth in these Project Documents and/or Contract Documents

ARTICLE 15. SUBSTITUTION OF SECURITIES

- a. Pursuant to the requirements of Public Contract Code Section 22300, upon CONTRACTOR's request, DISTRICT will make payment to CONTRACTOR of any earned retention funds withheld from payments under this Agreement if CONTRACTOR deposits with the DISTRICT or in escrow with a California or federally chartered bank acceptable to DISTRICT, securities eligible for the investment pursuant to Government Code Section 16430 or bank or savings and loan certificates of deposit, upon the following conditions:
 - i. CONTRACTOR shall be the beneficial owner of any securities substituted for retention funds withheld and shall receive any interest thereon.
 - ii. All expenses relating to the substitution of securities under said Section 22300 and under this Article 15 ,15, including, but not limited to DISTRICT's overhead and

administrative expenses, and expenses of escrow agent shall be the responsibility of the CONTRACTOR.

- iii. If CONTRACTOR shall choose to enter into an escrow agreement, such agreement shall be in the form as set forth in Public Contract Code section 22300(f) attached hereto as part of the Project Documents and/or Contract Documents and which shall allow for the conversion to cash to provide funds to meet defaults by the CONTRACTOR including, but not limited to, termination of the CONTRACTOR's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or amount to be kept or retained under the provisions of the Project Documents and/or Contract Documents.
 - iv. Securities, if any, shall be returned to CONTRACTOR only upon satisfactory completion of the Agreement.
- b. To minimize the expense caused by such substitution of securities, CONTRACTOR shall, prior to or at the time CONTRACTOR requests to substitute security, deposit sufficient security to cover the entire amount to be then withheld and to be withheld under the General Conditions of this Agreement. Should the value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the DISTRICT determines to withhold, CONTRACTOR shall immediately, and at CONTRACTOR's expense, deposit additional security qualifying under said Section 22300 until the total security deposited is no less than equivalent to the amount subject to withholding under the Agreement.
 - c. In the alternative, under Section 22300, CONTRACTOR, at its own expense, may request DISTRICT to make payment of earned retention funds directly to the escrow agent. Also at the expense of CONTRACTOR, CONTRACTOR may direct investment of the payments into securities, and CONTRACTOR shall receive the interest earned on the investment upon the same conditions as shown in paragraph (a) for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by the escrow agent from DISTRICT, pursuant to the terms of Section 22300.
 - d. If any provision of this Article 15 shall be found to be illegal or unenforceable, then, notwithstanding, this Article 15 shall remain in full force and effect, and such provision shall be deemed stricken.

ARTICLE 16. BUILDER'S RISK

CONTRACTOR shall procure at CONTRACTOR's own expense and before commencement of any work under this Agreement, Builder's Risk insurance on the Project. Amount of Builder's Risk insurance shall be sufficient to protect against loss or damage in full until work is accepted by DISTRICT. CONTRACTOR shall submit proof of insurance and shall provide endorsements on forms provided by the DISTRICT or on forms approved by the DISTRICT. CONTRACTOR, during the progress of the work and until final acceptance of the work by DISTRICT upon completion of the entire Agreement, shall maintain Builder's Risk/ "All Risk," course-of-construction insurance in an amount not less than as set forth in the Agreement. Coverage is to provide extended coverage and insurance against vandalism, malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, earthquake, collapse, flood, wind,

lightning, smoke, riot, debris removal (including demolition), and reasonable compensation for ARCHITECT's and PROJECT MANAGERS services and expenses required as a result of such insured loss upon the entire work which is the subject of the Project Documents and/or Contract Documents, including completed work and work in progress to the full insurable amount thereof. The risk of damage to the work due to the perils covered by the Builder's Risk/ "All Risk" Insurance, as well as any other hazards which might result in damage to the work, is that of CONTRACTOR and the surety, and no claims for such loss or damage shall be recognized by DISTRICT nor will such loss or damage excuse the complete and satisfactory performance of the Agreement by CONTRACTOR.

ARTICLE 17. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

- a. CONTRACTOR shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect CONTRACTOR, PROJECT MANAGER, Architect and DISTRICT from all claims for personal injury, including accidental death, to any person (including, as to DISTRICT, PROJECT MANAGER, Architect injury or death to CONTRACTOR's or subcontractor's employees), as well as from all claims for property damage arising from operations under this Agreement, in amounts as set forth in the General Conditions and supplementary conditions.
- b. INSURANCE REQUIREMENTS shall protect the District, Architect and the PROJECT MANAGER from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - i. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
 - ii. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person.
 - iii. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents.
 - iv. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work
 - v. Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
 - vi. Claims involving Completed Operations, Independent Contractor's coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating (XCU).
 - vii. Claims involving sudden or accidental discharge of contaminants or pollutants.
- c. CONTRACTOR shall require its subcontractors, if any, to take out and maintain similar public

liability and property damage insurance in like amounts or insure the activities of its subcontractors in CONTRACTOR's own policy.

- d. CONTRACTOR shall submit proof of insurance and shall provide all required endorsements on the forms provided by the DISTRICT or on forms approved by the DISTRICT. Such insurance shall be issued by admitted surety insurers under the same conditions as required for bonds on the Project.
- e. Additional Insured Endorsement Requirements: The Contractor shall name, on any policy of insurance required under Article 17, the District, the PROJECT MANAGER, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. Subcontractors shall name the Contractor the District, the PROJECT MANAGER, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to Article 17 must be designated in the policy as primary to any insurance obtained by the District. The amount of insurer's liability shall not be reduced by the existence of such other insurance.
- f. CONTRACTOR shall furnish the DISTRICT with certificates and endorsements affecting coverage required by the AGREEMENT. The endorsements are to be signed by the person authorized by that Insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.
- g. CONTRACTOR hereby grants to the DISTRICT a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

ARTICLE 18. WORKERS' COMPENSATION INSURANCE

- a. In accordance with the provisions of Section 3700 of the Labor Code, the CONTRACTOR and every subcontractor shall be required to secure the payment of compensation to its employees.
- b. The CONTRACTOR shall provide, during the life of the Agreement, workers' compensation insurance for all of its employees engaged in work under this Agreement, on or at the site of the Project, and, in case any of its work is sublet, the CONTRACTOR shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the CONTRACTOR's insurance. In case any class of employees engaged in working under this Agreement, on or at the site of the Project, is not protected under the workers' compensation statute, the CONTRACTOR shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected before subcontractor commences work. The CONTRACTOR shall file with the DISTRICT certificates of its insurance protecting workers and a thirty (30) day notice shall be provided to DISTRICT

before the cancellation or reduction of any policy of CONTRACTOR or subcontractor. CONTRACTOR shall submit proof of insurance and shall provide endorsements on the forms provided by the DISTRICT or on forms approved by the DISTRICT. Such endorsements shall be submitted concurrently with the Project Documents and/or Contract Documents.

ARTICLE 19. PROOF OF CARRIAGE OF INSURANCE

- a. CONTRACTOR shall not commence work nor shall it allow any subcontractor to commence work under this Agreement until all required insurance certificates and endorsements from admitted surety insurers have been obtained and delivered in duplicate to and approved by DISTRICT. Such insurance shall be issued by admitted surety insurers under the same conditions as required for bonds on the Project. CONTRACTOR shall provide proof of insurance on DISTRICT approved forms without revisions.
- b. Certificates and insurance policies shall include the following:
 - i. A clause stating:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to DISTRICT stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."
 - ii. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - iii. Statement that the DISTRICT is an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the DISTRICT.
- c. In case of CONTRACTOR's failure to provide insurance as required by the Agreement, the DISTRICT may, at DISTRICT's option, take out and maintain at the expense of the CONTRACTOR, such insurance in the name of CONTRACTOR, or subcontractor, as the DISTRICT may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to the CONTRACTOR under this Agreement.

ARTICLE 20. DRAWINGS AND SPECIFICATIONS

- a. Drawings and Specifications are intended to delineate and describe the Project and its component parts to such a degree as will enable skilled and competent contractors to intelligently bid upon the work, and to carry said work to a successful conclusion.
- b. Drawings and Specifications are intended to comply with all laws, ordinances, rules and regulations of constituted authorities having jurisdiction, and were referred to in the Project Documents and/or Contract Documents, said laws, ordinances, rules and regulations shall be considered as a part of the Agreement within the limits specified. The CONTRACTOR shall bear all expenses of correcting work done contrary to said laws, ordinances, rules and regulations and

if the CONTRACTOR performed same (1) without first consulting the ARCHITECT and PROJECT MANAGER for further instructions regarding said work, or (2) disregarded the ARCHITECT'S and PROJECT MANAGER instructions regarding said work.

- c. Questions regarding interpretation of drawings and specifications shall be clarified by the ARCHITECT. Before commencing any portion of the work, CONTRACTOR shall carefully examine all drawings and specifications and other information given to CONTRACTOR. CONTRACTOR shall immediately notify ARCHITECT and DISTRICT in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the drawings and specifications. If CONTRACTOR or its subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any work under the Project Documents and/or Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, CONTRACTOR shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof. In the event ARCHITECT determines that CONTRACTOR's requests for clarification or interpretation are not justified or do not reflect adequate competent supervision or knowledge by the CONTRACTOR or his/her subcontractors, CONTRACTOR shall be required to pay ARCHITECT's reasonable and customary fees in processing and responding to such requests. Should the CONTRACTOR commence work or any part thereof without seeking clarification, CONTRACTOR waives any claim for extra work or damages as a result of any ambiguity, conflict or lack of information.
- d. Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large-scale drawings shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures. Drawings and specifications are intended to be fully cooperative and to agree. If CONTRACTOR observes that drawings and specifications are in conflict, CONTRACTOR shall promptly notify the ARCHITECT and PROJECT MANAGER in writing, and any necessary changes shall be adjusted as provided in the Article entitled "Changes and Extra Work;" provided, however, that the specification calling for the higher quality material or workmanship shall prevail without additional cost to DISTRICT.
- e. Materials or work described in words which so applied has a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
- f. It is not the intention of the Agreement to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to CONTRACTOR that it will be required to complete the work so named with all its incidental and accessory items according to the best practices of the trade.
- g. The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor necessary to achieve full and complete functioning of the material and/or equipment as per best practices of the trade(s) involved, unless specifically noted otherwise.
- h. DISTRICT ARCHITECT will furnish to CONTRACTOR one (1) complete set of blue-line prints for posting of changes. Additional blue-line prints shall be provided by DISTRICT ARCHITECT

upon payment by CONTRACTOR. During the construction period, CONTRACTOR shall maintain the set of blue-line prints in a satisfactory record condition, and shall thoroughly and neatly post, as they occur, all additions, deletions, corrections and/or revisions in the actual construction of the Project. The record drawings must be posted monthly and be current prior to each submission of each certificate of payment.

ARTICLE 21. OWNERSHIP OF DRAWINGS

All plans, drawings, designs, specifications, and other incidental architectural and engineering work or materials and other Project Documents and/or Contract Documents and copies thereof furnished by DISTRICT are District's property. They are not to be used in other work and are to be returned to DISTRICT on request at completion of work, and may be used by DISTRICT as it may require, without any additional costs to DISTRICT.

ARTICLE 22. DETAIL DRAWINGS AND INSTRUCTIONS

- a. In case of ambiguity, conflict, or lack of information, ARCHITECT shall furnish additional instructions by means of drawings or otherwise, necessary for proper execution of work. All such drawings and instructions shall be consistent with Project Documents and/or Contract Documents, true developments thereof, and reasonably inferable therefrom. Such additional instructions shall be furnished with reasonable promptness, provided that CONTRACTOR informs the ARCHITECT of the relationship of the request to the critical path of construction.
- b. Work shall be executed in conformity therewith and CONTRACTOR shall do no work without proper drawings and instructions.
- c. The ARCHITECT will furnish necessary additional details to more fully explain the work, which details shall be considered as part of the Project Documents and/or Contract Documents.
- d. Should any details be more elaborate, in the opinion of the CONTRACTOR, than scale drawings and specifications warrant, CONTRACTOR shall give written notice thereof to the ARCHITECT and PROJECT MANAGER within five (5) days of the receipt of same. In case no notice is given to the ARCHITECT within five (5) days, it will be assumed the details are reasonable development of the scale drawings. In case notice is given, then it will be considered, and if found justified, the ARCHITECT will either modify the drawings or shall in conjunction with PROJECT MANAGER recommend to DISTRICT a change order for the extra work involved.
- e. All parts of the described and shown construction shall be of the best quality of their respective kinds and the CONTRACTOR is hereby advised to use all diligence to become fully involved as to the required construction and finish, and in no case to proceed with the different parts of the work without obtaining first from the ARCHITECT such directions and/or drawings as may be necessary for the proper performance of the work.
- f. If it is found at any time, before or after completion of the work, that the CONTRACTOR has varied from the drawings and/or specifications, in materials, quality, form or finish, or in the amount or value of the materials and labor used, the ARCHITECT and PROJECT MANAGER shall make a recommendation: (1) that all such improper work should be removed, remade and

replaced, and all work disturbed by these changes be made good at the CONTRACTOR's expense; or (2) that the DISTRICT deduct from any amount due CONTRACTOR, the sum of money equivalent to the difference in value between the work performed and that called for by the drawings and specifications. ARCHITECT and PROJECT MANAGER shall determine such difference in value. The DISTRICT, at its option, may pursue either recommendation made by the ARCHITECT and PROJECT MANAGER.

ARTICLE 23. SHOP DRAWINGS

- a. CONTRACTOR shall check and verify all field measurements and shall submit to PROJECT MANAGER and ARCHITECT within thirty (30) calendar days of the date specified on the Notice to Proceed, eight (8) copies, checked and approved by CONTRACTOR, of all shop or setting list drawings, schedules, and materials list required for the work of various trades. ARCHITECT shall review such drawings, schedules and materials list only for conformance with design concept of Project and compliance with information given in Project Documents and/or Contract Documents, and return as approved or disapproved with guidance as to required corrections within twenty-one (21) calendar days. CONTRACTOR shall make any corrections required by ARCHITECT, file four (4) corrected copies with ARCHITECT and PROJECT MANAGER, and furnish such other copies as may be needed for construction within fourteen (14) calendar days. ARCHITECT'S approval of such drawings, schedules, or materials list shall not relieve CONTRACTOR from responsibility for deviations unless CONTRACTOR has in writing called ARCHITECT'S attention to such deviations at time of submission and secured ARCHITECT'S written approval, nor shall it relieve CONTRACTOR from responsibility for errors in shop drawings or schedules.
- b. All submittals of shop drawings, catalog cuts, data sheets, schedules and material lists shall be complete and shall conform to contract drawings and specifications.
- c. The term "shop drawing" as used herein shall be understood to include, but not be limited to, detail design calculations, fabrication and installation drawings, lists, graphs and operating instructions.
- d. Shop drawings shall be submitted at a time sufficiently early to allow review of same by the Division of State Architect (DSA) if required, and the ARCHITECT, and to accommodate the rate of construction progress required under the Project Documents and/or Contract Documents. CONTRACTOR will be required to pay ARCHITECT's reasonable and customary fees in order to expedite review of shop drawings which are not submitted in a timely fashion.
- e. All shop drawing submittals shall be accompanied by an accurately completed transmittal form. Any shop drawing submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for resubmittal. The CONTRACTOR may authorize a material or equipment supplier to deal directly with the ARCHITECT with regard to shop drawings, however, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the CONTRACTOR.
- f. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of shop drawings on various items

using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole.

- g. CONTRACTOR's review and approval of shop drawings shall include the following stamp: "The CONTRACTOR has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings that does not conform to the Project Documents and/or Contract Documents. This shop drawing has been coordinated with all other shop drawings received to date by CONTRACTOR and this duty of coordination has not been delegated to subcontractors, material suppliers, the ARCHITECT, or the engineers on this project."

Signature of CONTRACTOR

- h. Within twenty-one (21) calendar days after receipt of shop drawings, the ARCHITECT will return one or more prints of each drawing to CONTRACTOR with his or her comments noted thereon. The CONTRACTOR shall make a complete and acceptable submittal to the ARCHITECT by the second submission of drawings. The DISTRICT shall withhold funds due the CONTRACTOR to cover additional costs of the ARCHITECT'S review beyond the second submission and any other costs incurred by DISTRICT.
- i. If prints of the shop drawing are returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision of said drawing will not be required. If prints of the drawing are returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED," formal resubmittal of said drawings will not be required. If prints of the drawing are returned to the CONTRACTOR marked "REVISE AND RESUBMIT," the CONTRACTOR shall revise said drawing and shall resubmit six (6) copies of the revised drawing to the ARCHITECT. If prints of the drawing are returned to the CONTRACTOR marked "REJECTED RESUBMIT," the CONTRACTOR shall resubmit six (6) new copies of the drawing to the ARCHITECT.
- j. Fabrication of an item shall not be commenced before the ARCHITECT has reviewed the pertinent shop drawings and returned copies to the CONTRACTOR marked with "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED." Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the Project Documents and/or Contract Documents and shall not be taken as the basis of claims for extra work. The review of such drawings by the ARCHITECT will be limited to checking for general agreement with the Project Documents and/or Contract Documents, and shall in no way relieve the CONTRACTOR of responsibility for errors or omissions contained therein, nor shall such review operate to waive or modify any provision contained in the Project Documents and/or Contract Documents. Fabricating dimensions, quantities of material, applicable code requirements, and other contract requirements shall be the CONTRACTOR's responsibility.
- k. No work represented by required shop drawings shall be purchased or commenced until the applicable submittal has been approved. The work shall conform to the approved shop drawings and all other requirements of the Project Documents and/or Contract Documents. The

CONTRACTOR shall not proceed with any related work which may be affected by the work covered under shop drawings until the applicable shop drawings have been approved, particularly where piping, machinery, and equipment and the required arrangements and clearances are involved.

- l. Except where the preparation of a shop drawing is dependent upon the approval of a prior shop drawing, all shop drawings pertaining to the same class or portion of the work shall be submitted simultaneously.
- m. Calculations of a structural nature must be approved by the Division of State Architect.
- n. THE CONTRACTOR SHALL HAVE NO CLAIM FOR DAMAGES OR EXTENSION OF TIME DUE TO ANY DELAY RESULTING FROM THE CONTRACTOR HAVING TO MAKE THE REQUIRED REVISIONS TO SHOP DRAWINGS UNLESS REVIEW BY THE ARCHITECT OF SAID DRAWINGS IS DELAYED BEYOND THE TIME PROVIDED HEREINBEFORE AND THE CONTRACTOR CAN ESTABLISH THAT THE ARCHITECT'S DELAY IN REVIEW ACTUALLY RESULTED IN A DELAY IN THE CONTRACTOR'S CONSTRUCTION SCHEDULE. CONTRACTOR SHALL NOT BE ENTITLED TO ANY CLAIM FOR DAMAGES RESULTING FROM DSA REVIEW EXTENDING BEYOND FIFTEEN (15) CALENDAR DAYS AFTER SUBMITTAL. HOWEVER, DISTRICT MAY CONSIDER AN EXTENSION OF TIME DUE TO ANY DELAY CAUSED BY DSA REVIEW.

ARTICLE 24. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out of this work and establishing grades for earthwork operations shall be furnished by CONTRACTOR at its expense. Such work shall be done by a qualified civil engineer and land surveyor approved by the ARCHITECT. Any required "Record" drawings of site development shall be prepared by the approved civil engineer/land surveyor.

ARTICLE 25. SOILS INVESTIGATION REPORT

- a. When a soils investigation report has been obtained from test holes at the site, such report is available for the CONTRACTOR's use in preparing its bid and work under this Agreement. Such report shall not be part of the Agreement. Any information obtained from such report or any information given on drawings as to surface and subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed and does not form a part of the Agreement. CONTRACTOR is required to make a visual examination of site and must make whatever test CONTRACTOR deems appropriate to determine surface and subsurface soil conditions. If, during the course of work under this Agreement, CONTRACTOR encounters subsurface or latent conditions which differ materially from those indicated in the soils investigation report, then CONTRACTOR shall notify the DISTRICT within five (5) working days of discovery of the condition.
 - 1. WARNING: DISTRICT DOES NOT WARRANT THE SOILS AT THE PROJECT SITE NOR ANY INFORMATION CONTAINED IN ANY SOILS REPORT. SOILS INVESTIGATION REPORT IS PROVIDED FOR CONTRACTOR'S INFORMATION ONLY. CONTRACTOR HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROJECT SITE AND THE SOILS CONDITIONS OF

THE SITE. DISTRICT DOES NOT WARRANT THE SOILS CONDITIONS OF THE SITE AND CONTRACTOR IS FULLY RESPONSIBLE TO ASCERTAIN SITE CONDITIONS FOR THE PURPOSES OF DETERMINING CONSTRUCTION MEANS AND METHODS PRIOR TO COMMENCING CONSTRUCTION.

- b. CONTRACTOR agrees that no claim against DISTRICT will be made by CONTRACTOR for damages and hereby waives any rights to damages in the event that during progress of work CONTRACTOR encounters subsurface or latent conditions at the worksite materially different from those shown on drawings or indicated in specifications.

ARTICLE 26. TESTS AND INSPECTIONS

- a. Tests and inspections will comply with California Code of Regulations and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction over the Project.
- b. If the Agreement, DISTRICT's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, CONTRACTOR shall give notice in accordance with such authority of its readiness for observation or inspection at least two (2) working days prior to being tested or covered up. If inspection is by authority other than DISTRICT, CONTRACTOR shall inform the DISTRICT's Inspector of the date fixed for such inspection. Required certificates of inspection shall be secured by CONTRACTOR. Observations by DISTRICT's Inspector shall be promptly made, and where practicable, at source of supply. If any work should be covered up without approval or consent of DISTRICT's Inspector, it must be uncovered for examination and satisfactorily reconstructed at CONTRACTOR's expense in compliance with the Agreement. Costs of tests, inspections and any materials found to be not in compliance with the Agreement shall be paid for by CONTRACTOR. Other costs for test and inspection shall be paid by the DISTRICT.

ARTICLE 27. TRENCHES

- a. CONTRACTOR shall provide adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation which conform to applicable safety standards.
- b. If this Agreement involves the excavation of any trench or trenches four (4) five (5) feet or more in depth, and the Project cost is in excess of \$10,000 to \$25,000, the CONTRACTOR shall, in advance of excavation, submit to the DISTRICT for acceptance or to whomever DISTRICT designates which may include a registered civil or structural engineer employed by the DISTRICT to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring System Standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the CONTRACTOR, and all costs therefore shall be included in the price named in the Agreement for completion of the work as set forth in the Project Documents and/or Contract Documents. In

no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by CAL-OSHA and a CAL-OSHA permit for such plan delivered to the DISTRICT. Labor Code Section 6500 and 6705; Health and Safety Code Section 17922.5)

- c. If this Agreement involves the digging of trenches or excavations that extend deeper than four feet below the surface, the following shall apply pursuant to Public Contract Code section 7104:
 - i. 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, which 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 different from those indicated.
 - 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 the contract.
 - ii. 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 the Project Documents and/or Contract Documents.
 - iii. In the event 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 CONTRACTOR's 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 the Project Documents and/or Contract Documents, but shall proceed with all the work to be performed under the Project Documents and/or Contract Documents. The 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 28. DOCUMENTS ON WORK

CONTRACTOR shall keep on the job site at all times one legible copy of all Project Documents and/or Contract Documents, including addenda and change orders, and all approved drawings, plans, schedules and specifications. Said Documents shall be kept in good order and available to ARCHITECT, the PROJECT MANAGER, ARCHITECT and PROJECT MANAGER's representatives, and all authorities having jurisdiction. CONTRACTOR shall be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project.

ARTICLE 29. STATE AUDIT

Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or, or

any amendments thereto, all books, records and files of the DISTRICT, the CONTRACTOR, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the costs of administration of the Agreement, shall be subject to the examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this Agreement .

ARTICLE 30. SUBSTITUTIONS

- a. Prior to Bid Opening. Should the bidder wish to request prior to bid opening, any substitution for the materials, process, service or equipment specified, the bidder shall submit a written request at least seven (7) to ten (10) working days before the bid opening date and hour. If the substituted item is acceptable, the DISTRICT will approve it in an Addendum issued to all bidders of record. Requests received less than seven (7) ten (10) working days prior to bid opening will not be considered. DISTRICT shall only consider substitution requests from the bidder submitting the bid for the project.
- b. After Bid Opening and Prior to Award of Contract. If the bidder clearly indicates in its bid that it is proposing to use an “equal” product, the brand name or trade name, if any, of a proposed substitute item shall be inserted in the space provided in the bid or shall be otherwise clearly identified in the bid. If the bidder fails to indicate an “equal” product, its bid shall be considered as offering the material, process, service or equipment referred to by the brand name or trade name specified. It is expressly understood and agreed to by the bidder that the DISTRICT reserves the right to reject any such proposed substituted item. It is further expressly understood and agreed by bidder that in the event the DISTRICT rejects a proposed “equal” item, the bidder will then supply the material, process, service or equipment designated by brand name or trade name or a substitute therefore which meets with the approval of the DISTRICT.
With respect to all proposed substitutions of “equal” items, the bidder shall submit all pertinent and appropriate data substantiating its request for substitutions within ten (10) days prior to the award of the contract. DISTRICT shall only consider substitution requests from the bidder submitting the bid for the Project. The DISTRICT is not responsible for locating or securing any information which is not included in such substantiating data. The burden of proof as to the quality or suitability of proposed substituted items shall be borne by the bidder. The DISTRICT shall be the sole judge as to the quality and suitability of proposed substituted items, and decisions of the DISTRICT shall be final and conclusive. Unless extended by the mutual agreement of the parties, the DISTRICT shall notify the successful bidder of the decision concerning the proposed substitution of “equal” items prior to the award of the contract. Also, such decisions by the DISTRICT shall be in writing, and no proposed substituted item shall be deemed approved unless the DISTRICT has so indicated in writing. These time limitations shall be complied with strictly, and in no case, will an extension of time for completion be granted because of the bidder’s failure to request the substitution of an item at the times and in the manner set forth herein.

- c. Whenever in specifications any materials, process, service or equipment is indicated or specified by brand name, trade name, proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process, service or equipment desired and shall be deemed to be followed by the words "or equal," and CONTRACTOR may, unless otherwise stated, offer any material, process, service, or equipment which shall be substantially equal or better in every respect to that so indicated or specified subject to DISTRICT or ARCHITECT approval.
- d. If material, process, service, or equipment offered by CONTRACTOR is not, in opinion of ARCHITECT, or DISTRICT, substantially equal or better in every respect to that specified, then CONTRACTOR shall furnish the material, process, service, or equipment specified. Burden of proof as to equality of any material, process, service, or equipment shall rest with CONTRACTOR. Provision authorizing submission of "or equal" substantiating data shall not in any way authorize an extension of time for performance of this Agreement nor shall DISTRICT, PROJECT MANAGER or ARCHITECT authorize the submission of "or equals" and substantiating data within ten (10) days of the filing of the Notice of Completion on the Project.
- e. In the event CONTRACTOR furnishes material, process, service or equipment other than what was specified by the DISTRICT and which has been accepted by the DISTRICT and which later is defective, then CONTRACTOR at its sole cost and expense shall furnish the DISTRICT specified material, process, service or equipment or fully replace with new the defective material process, service or equipment at DISTRICT's discretion.
- f. In the event CONTRACTOR furnishes material, process service, or equipment more expensive than that specified, difference in cost of such material, process, service, or equipment so furnished shall be borne by CONTRACTOR. Any engineering, design fees, or approval agencies' fees required to make adjustments in material or work of all trades directly or indirectly affected by the approved substituted items shall be borne entirely by CONTRACTOR. Any difference in cost between an approved substitution which is lower in cost than the originally specified item shall be refunded or credited by CONTRACTOR to DISTRICT.
- g. Price, fitness and quality being equal with regard to supplies, the District may prefer supplies grown, manufactured, or produced in California and next prefer supplies partially manufactured grown, or produced in California provided the bids of said suppliers or the prices quoted by them do not exceed by more than 5% of the lowest bids/prices quoted by out of state suppliers, the major portion of the manufacture of the supplies is not done outside of California and the public good will be served thereby. (Government Code section 4330-4334)

ARTICLE 31. SAMPLES

- a. CONTRACTOR shall furnish for approval, within thirty-five (35) calendar days following award of contract, all samples as required in specifications together with catalogs and supporting data required by ARCHITECT. This provision shall not authorize any extension of time for performance of the work. ARCHITECT shall review such samples, as to conformance with design concept of work and for compliance with information given in Project Documents and/or Contract Documents and approve or disapprove same within ten (10) working days from receipt

- of same.
- b. Unless specified otherwise, sampling, preparation of samples and tests shall be in accordance with the latest standards of the American Society for Testing and Materials.
 - c. Samples shall, upon demand of ARCHITECT, PROJECT MANAGER or DISTRICT, be submitted for tests or examinations and considered before incorporation of same into the work. CONTRACTOR shall be solely responsible for delays due to samples not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples which are of value after testing will remain the property of the CONTRACTOR.

ARTICLE 32. PROGRESS SCHEDULE

- a. Within ten (10) calendar days after Notice to Proceed, CONTRACTOR shall submit a detail progress schedule (printout and electronic copy) to PROJECT MANAGER for DISTRICT's approval. The schedule shall indicate the beginning and completion dates of all phases of construction and shall use the "critical path method" (commonly called CPM) or equivalent scheduling methodology for the value reporting, planning and scheduling, of all work required under the Project Documents and/or Contract Documents. The schedule will separately identify those milestones or events that must be completed before other portions of the work can be accomplished. Any activity greater than 10 calendar days in duration will be separated into a detailed breakdown. Schedule shall be phased per the contract documents and with sufficient detail to monitor the work on a daily basis.
- b. The scheduling is necessary for the PROJECT MANAGER's DISTRICT's and District's adequate monitoring of the progress of the work and shall be prepared in accordance with the time frame, planning and phasing described in Article 4 of the Agreement and Section 14, Schedule and Planning of the Bidding and Contract Requirements. The PROJECT MANAGER and District may disapprove such a schedule and require modification to it if, in the opinion of the PROJECT MANAGER ARCHITECT or DISTRICT, adherence to the progress schedule will cause the work not to be completed in accordance with the Agreement. CONTRACTOR shall adhere to any such modifications required by the PROJECT MANAGER or DISTRICT.
- c. CONTRACTOR will exchange scheduling information with other District contractors, its subcontractors and suppliers. CONTRACTOR will order work, equipment and materials with sufficient lead time to avoid interruption of the work.
- d. The CONTRACTOR shall submit to DISTRICT a monthly schedule update both print and electronic copy to reflect the actual sequence of the work which shall be totally separate and apart from the original baseline schedule.
- e. The CONTRACTOR shall also, if requested by the PROJECT MANAGER ARCHITECT or DISTRICT, provide revised schedules within ten (10) calendar days if, at any time, the PROJECT MANAGER ARCHITECT or DISTRICT, consider the completion date to be in jeopardy. The revised schedule shall be designed to show how the CONTRACTOR intends to accomplish the work to meet the original completion date. The form and method employed by the CONTRACTOR shall be the same as for the original progress schedule. The CONTRACTOR shall modify any portions of the schedule that become infeasible because of

"activities behind schedule" or for any other valid reason. CONTRACTOR shall provide documents and justification for any schedule changes. An activity that cannot be completed by its original completion date shall be deemed to be behind schedule.

- f. CONTRACTOR shall submit a revised schedule within ten (10) consecutive calendar days of CONTRACTOR's request for any extension of time. Failure to submit such schedule will result in CONTRACTOR waiving his/her right to obtain any extension of time.
- g. FLOAT OR SLACK TIME IS NOT FOR THE EXCLUSIVE USE OR BENEFIT OF EITHER DISTRICT OR CONTRACTOR. IT IS AGREED THAT THE DISTRICT OWNS THE "FLOAT" ON THIS PROJECT. NOTWITHSTANDING THE FOREGOING, IF CONTRACTOR SUBMITS A REVISED SCHEDULE SHOWING AN EARLIER COMPLETION DATE FOR THE PROJECT, DISTRICT's ACCEPTANCE OF THIS REVISED SCHEDULE SHALL NOT ENTITLE CONTRACTOR TO ANY DELAY CLAIM OR DISRUPTION DAMAGES OR ANY OTHER DAMAGES DUE TO ANY SUCH REVISED SCHEDULE. NOTHING PROVIDED HEREIN SHALL BE CONSTRUED AS A DIRECT, INDIRECT OR IMPLICIT ACCELERATION ORDER TO THE CONTRACTOR.
- h. CONTRACTOR agrees that failure to timely submit the progress schedule, the monthly schedule or any revised progress schedule requested by the PROJECT MANAGER ARCHITECT or the DISTRICT may result in delay in payment to CONTRACTOR.

ARTICLE 33. MATERIALS AND WORK

- a. Except as otherwise specifically stated in this Agreement, CONTRACTOR shall provide and pay for all materials, supplies, tools, equipment, labor transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete the Project within specified time.
- b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
- c. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. DISTRICT has no obligation to pay for any prefabricated material stored off site until delivered and installed to the jobsite and inspected and approved by the inspector of record.
- d. CONTRACTOR shall, after issuance of the Notice to Proceed by DISTRICT, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the work. CONTRACTOR shall, upon demand from the ARCHITECT, furnish to the ARCHITECT documentary evidence showing that orders have been placed.
- e. DISTRICT reserves the right, for any neglect in not complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the work may be completed at the date specified in the Agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by the CONTRACTOR.
- f. No materials, supplies, or equipment for work under this Agreement shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. CONTRACTOR warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon

completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to DISTRICT free from any claims, liens, or charges.

CONTRACTOR further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by this Agreement shall have any right to lien upon premises or any improvement or appurtenance thereon, except that CONTRACTOR may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, CONTRACTOR shall advise DISTRICT as to owner thereof.

- g. Nothing contained in this Article 33, however, shall defeat or impair the rights of persons furnishing material or labor under any bond given by CONTRACTOR for their protection or any rights under any law permitting such persons to look to funds due CONTRACTOR in hand of DISTRICT, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials or labor when no formal contract is entered into for such materials or labor.
- h. The title to new materials and/or equipment and attendant liability for its protection and safety, shall remain in the CONTRACTOR until incorporated in the work and accepted by the DISTRICT; no part of said materials and/or equipment shall be removed from its place of onsite/offsite storage except for immediate installation in the work; and CONTRACTOR shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the DISTRICT or its authorized representative.

ARTICLE 34. INTEGRATION OF WORK

- a. CONTRACTOR shall do all cutting, fitting, patching, and preparation of work as required to make its several parts come together properly, and fit it to receive or be received by work of other contractors or existing conditions showing upon, or reasonably implied by, the drawings and specifications, and shall follow all directions given by the Architect.
- b. All costs caused by defective or ill-timed work shall be borne by CONTRACTOR.
- c. CONTRACTOR shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor without the written consent of the ARCHITECT and/or PROJECT MANAGER. CONTRACTOR shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.
- d. When modifying existing work or installing new work adjacent to existing work, CONTRACTOR shall match, as closely as conditions of site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work as required, at no additional cost to DISTRICT.
- e. CONTRACTOR is aware that this Project may be split into several phases. If the Project is split into phases then CONTRACTOR has made allowances for any delays or damages which may arise from coordination with contractors for other phases. If any delays should arise from a

contractor working on a different phase, CONTRACTOR's sole remedy for damages, including delay damages, shall be against the contractor who caused such damage and not the DISTRICT. CONTRACTOR shall provide access to contractors for other phases as necessary to prevent delays and damages to contractors working on other phases of construction.

ARTICLE 35. OBTAINING OF PERMITS, LICENSES AND EASEMENTS

- a. Permits, licenses, and certificates necessary for prosecution of work, shall be secured and paid for by CONTRACTOR, unless otherwise specified. All such permits, licenses, and certificates shall be delivered to the ARCHITECT before demand is made for the certificate of final payment. CONTRACTOR shall, and shall require subcontractors to, maintain contractors' licenses in effect as required by law.
- b. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by DISTRICT, unless otherwise specified.
- c. Permits and charges for installation, and inspection thereof, of utility services by serving utilities shall be secured by contractor and paid for by DISTRICT.

ARTICLE 36. SURVEYS

Surveys to determine location of property lines and corners will be supplied by DISTRICT. Surveys to determine locations of construction, grading, utilities and site work, shall be provided by CONTRACTOR.

ARTICLE 37. EXISTING UTILITY LINES; REMOVAL, RESTORATION

- a. Pursuant to Government Code Section 4215, the DISTRICT assumes the responsibility for removal, relocation, and protection of utilities located on the construction site at the time of commencement of construction under this Agreement with respect to any such utility facilities which are not identified in the plans and specifications. The CONTRACTOR shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of the DISTRICT to provide for removal or relocation of such utility facilities. If the CONTRACTOR, while performing work under this Agreement, discovers utility facilities not identified by the DISTRICT in the plans or specifications, CONTRACTOR shall immediately notify the DISTRICT and the utility in writing. CONTRACTOR shall be compensated according to the provisions governing changes in the work.
- b. This Article 37 shall not be construed to preclude assessment against the CONTRACTOR for any other delays in completion of the work. Nothing in this Article shall be deemed to require the DISTRICT to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the construction site can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the site of the construction.
- c. As part of the work to be performed, CONTRACTOR shall provide the notices and proceed in accordance with Government Code Sections 4216.2, 4216.3 and 4216.4, and pay all fees

charged pursuant to Government Code Section 4216, et seq.

ARTICLE 38. WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

- a. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work as indicated and specified.
- b. If CONTRACTOR observes that drawings or specifications are at variance therewith, CONTRACTOR shall promptly notify ARCHITECT and PROJECT MANAGER in writing and any changes deemed necessary by the ARCHITECT shall be adjusted as provided for changes in work. If CONTRACTOR performs any work which it knew, or through exercise of reasonable care should have known, to be contrary to such laws, ordinances, rules or regulations, and without such notice to ARCHITECT and PROJECT MANAGER, CONTRACTOR shall bear all costs arising therefrom. Where plans, drawings or specifications state that materials, processes, or procedures must be approved by the Division of State Architect, State Fire Marshall, or other body or agency, CONTRACTOR shall be responsible for satisfying requirements of such bodies or agencies.

ARTICLE 39. ACCESS TO WORK

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

ARTICLE 40. PAYMENTS BY CONTRACTOR

CONTRACTOR shall pay:

- a. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered;
- b. For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at site of Project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment are incorporated or used; and
- c. To each of its subcontractors, not later than the 5th day following each payment to CONTRACTOR the respective amounts allowed CONTRACTOR on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein.
- d. Within seven (7) days from the time that all or any portion of the retentions are received by CONTRACTOR from DISTRICT, to each of its subcontractors from whom retention has been withheld, each subcontractor's share of the retention received. However, if a retention payment received by CONTRACTOR is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract. CONTRACTOR may withhold from

a subcontractor its portion of the retentions if a bona fide dispute exists between the subcontractor and the CONTRACTOR. The amount withheld from the retention shall not exceed one hundred fifty percent (150%) of the estimated value of the disputed amount.

Payment applications shall be on the forms and in breakdowns acceptable to the District.

ARTICLE 41. INSPECTOR'S FIELD OFFICE – NOT APPLICABLE

Site office for Inspector of Record: Provide a separate lockable field office of weathertight construction, with adequate lighting, power, ventilation, heating, and cooling to house the District's Inspector of Record.

- a. Provide enclosed office space, approximately 120 square feet.
- b. Provide standard 30"x60" desk and chair with arm rests, adjustable controls.
- c. Provide 6' layout table and a four- drawer file cabinet.
- d. Provide 1 phone line, 1 modem/fax line, 1 plain paper fax machine capable of automatically feeding 20 pages and 1 copier machine (dry toner) with enlarge/reduce features, tray interchangeable for 8.5x11, 8.5x14 complete with maintenance.
- e. Provide adequate temporary power and three phone lines for duration of the project.

ARTICLE 42. UTILITIES

- a. All utilities, including but not limited to electricity, water, gas, and telephone used on work shall be furnished and paid for by CONTRACTOR. CONTRACTOR shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. When it is necessary to interrupt any existing utility service to make connections, a minimum of forty-eight (48) hours advance notice shall be given to the DISTRICT and ARCHITECT. Interruptions in utility services shall be of the shortest possible duration for the work at hand and shall be approved by the DISTRICT and the ARCHITECT. In the event any utility service is interrupted without the required forty-eight (48) hours advance notice, then CONTRACTOR shall be liable for all damage suffered by DISTRICT due to the interruption. Upon completion of work, CONTRACTOR shall remove all temporary distribution systems.
- b. CONTRACTOR may, with written permission of DISTRICT, use DISTRICT's existing utilities by making prearranged payments to DISTRICT for utilities used by CONTRACTOR for the Project.

ARTICLE 43. SANITARY FACILITIES

The CONTRACTOR shall provide sanitary temporary toilet and hand washing facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers, inspectors and district representatives. The toilet facilities shall be maintained in a sanitary condition at all times and shall be left at the site until removal is directed by the Inspector. Use of toilet facilities in the work under construction shall not be

permitted.

ARTICLE 44. CLEANING UP

CONTRACTOR at all times shall keep work site free from debris such as waste, rubbish, and excess materials and equipment caused by this work. CONTRACTOR shall not leave debris under, in, or about the work site, but shall promptly remove same. CONTRACTOR shall not use DISTRICT dumpsters for rubbish or waste disposal. 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. CONTRACTOR shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and remove temporary fencing, barricades, planking, sanitary facilities and similar temporary facilities from site. If CONTRACTOR fails to clean up, the DISTRICT shall do so and the cost thereof shall be charged to the CONTRACTOR and deducted from any progress payment due.

ARTICLE 45. PATENTS, ROYALTIES, AND INDEMNITIES

The CONTRACTOR shall hold and save the DISTRICT and its governing board, 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 Agreement, including its use by the DISTRICT, unless otherwise specifically provided in the Project Documents and/or Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the DISTRICT.

ARTICLE 46. GUARANTEE

- a. CONTRACTOR warrants that the work (which includes any equipment furnished by CONTRACTOR as part of the materials) shall: (a) be free from defects in workmanship and material; (b) be free from defects in any design performed by CONTRACTOR; (c) be new, and conform and perform to the requirements stated in the specifications and where detail requirements are not so stated, shall conform to applicable industry standards; and (d) be suitable for the use stated in the specifications.
- b. The warranty period for discovery of defective work shall commence on the date stamped on the Notice of Completion verifying County recordation and continue for the period set forth in the specifications or for one year if not so specified. If, during the warranty period, the work is not available for use due to defective work, such time of unavailability shall not be counted as part of the warranty period. The warranty period for corrected defective work shall continue for a duration equivalent to the original warranty period.
- c. District shall give CONTRACTOR prompt written notice after discovery of any defective work. CONTRACTOR shall correct any such defective work, as well as any damage to any other part of the work resulting from such defective work, and provide repair, replacement, or reimbursement, at its sole expense, in a manner approved by the DISTRICT and with due

diligence and dispatch as required to make the work ready for use by DISTRICT, ordinary wear and tear, unusual abuse or neglect excepted. Such corrections shall include, but not be limited to, any necessary adjustments, modifications, changes of design (unless of DISTRICT's design), removal, repair, replacement or reinstallation, and shall include all necessary parts, materials, tools, equipment, transportation charges and labor as may be necessary, and cost of removal and replacement of work shall be performed at a time and in such a manner so as to minimize the disruption to DISTRICT's use of the work.

- d. In the event of failure of CONTRACTOR or Surety to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing, DISTRICT is hereby authorized to proceed to have defects repaired or replaced and made good at expense of CONTRACTOR and Surety who hereby agree to pay costs and charges therefore immediately on demand.
- e. 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 written notice required by this Article. If the CONTRACTOR or Surety cannot be contacted or neither complies 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 and Surety. Such action by the DISTRICT will not relieve the CONTRACTOR and Surety of the guarantees provided in this Article or elsewhere in the Project Documents and/or Contract Documents.
- f. This Article does not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. CONTRACTOR shall furnish to DISTRICT all appropriate guarantee or warranty certificates upon completion of the Project or upon request by DISTRICT.
- g. All guarantees required under this Article shall be in writing on the Guarantee form included in the Project Documents and/or Contract Documents.
- h. CONTRACTOR shall provide to DISTRICT instruction manuals for all items which require same.
- i. Nothing herein shall limit any other rights or remedies available to DISTRICT.
- j. The DISTRICT may collect its reasonable costs and attorney's' fees in any action to enforce this Article.

ARTICLE 47. DUTY TO PROVIDE FIT WORKERS

- a. CONTRACTOR and subcontractors shall at all times enforce strict discipline and good order among their employees and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of CONTRACTOR to ensure compliance with this Article.
- b. Any person in the employ of the CONTRACTOR or subcontractors whom DISTRICT, PROJECT MANAGER or ARCHITECT may deem incompetent, unfit, troublesome or otherwise undesirable shall be excluded from the work site and shall not again be employed on it except with written consent of DISTRICT.

ARTICLE 48. WAGE RATES, TRAVEL AND SUBSISTENCE

- a. Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code, the governing board of DISTRICT has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director.") These rates are on file with the Clerk of the DISTRICT's governing board and copies will be made available to any interested party on request. CONTRACTOR shall post a copy of such wage rates at the work site. Labor Code Section 1773.2. The rates are available on the Internet at www.dir.ca.gov "Statistics & Research."
- b. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification or type of worker employed.
- c. CONTRACTOR shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR or any subcontractor and such workers.
- d. CONTRACTOR shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code Section 1773.8.
- e. If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice Calling for Bids or the contract subsequently awarded.
- f. Pursuant to Labor Code Section 1775, CONTRACTOR shall as a penalty to the DISTRICT, forfeit fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by CONTRACTOR or by any subcontractor under it. The amount of the penalty shall be determined by the Labor Commission and shall be based on consideration of the CONTRACTOR's mistake, inadvertence or neglect in failing to pay the correct prevailing rate of per diem wage, or the previous record of the CONTRACTOR in meeting his or her prevailing rate of per diem wage obligations, or the CONTRACTOR's willful failure to pay the correct prevailing rate of per diem wages. A mistake, inadvertence or neglect in failing to pay the correct prevailing rate of per diem wage is not excusable if the CONTRACTOR had knowledge of his or her obligations under this part. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing

rate of per diem wage shall be paid to each worker by the CONTRACTOR.

- g. Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.
- h. Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8.
- i. CONTRACTOR shall post at appropriate conspicuous points on the site of the Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 49. HOURS OF WORK

- a. As provided in Article 3, (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the CONTRACTOR or by any subcontractor on any subcontract under this Agreement upon the work or upon any part of the work contemplated by this Agreement shall be limited and restricted by the Agreement to eight (8) hours per day, and forty (40) hours during any one 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.
- b. The CONTRACTOR shall keep and shall cause each subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the work or any part of the work contemplated by this Agreement. The record shall be kept open at all reasonable hours to the inspection of the DISTRICT and to the Division of Labor Standards Enforcement, Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1813, the CONTRACTOR shall pay to the DISTRICT a penalty of Twenty Five Dollars (\$25) for each worker employed in the execution of this Contract by the CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.
- d. Any work necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without additional expense to DISTRICT.

ARTICLE 50. PAYROLL RECORDS

- a. Pursuant to the provisions of Labor Code Section 1776, the CONTRACTOR shall keep and shall cause each subcontractor performing any portion of the work under this Agreement to keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by CONTRACTOR in connection with the work.
- b. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the CONTRACTOR on the following basis:
 - i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 - ii. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the DISTRICT, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - iii. A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection upon request by the public or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the CONTRACTOR, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the CONTRACTOR.
 - iv. The form of certification shall be as follows:

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

Dated: _____ Signature: _____

- c. Contractor shall file a certified copy of the payroll records enumerated in subdivision (a) with the entity that requested the records within ten (10) days after receipt of a written request. In the event that the CONTRACTOR fails to comply within the 10-day period, the CONTRACTOR shall, as a penalty to the DISTRICT, forfeit Twenty-Five Dollars (\$25) for each calendar day, or

portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

- d. Any copy of payroll records made available for inspection as copies and furnished upon request to the public by the DISTRICT, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the CONTRACTOR shall not be marked or obliterated.
- e. The CONTRACTOR shall inform the DISTRICT of the location of the payroll records enumerated under subdivision (a), including the street address, city and county, and shall, within five (5) working days, provide a written notice of a change of location and address.
- f. It shall be the responsibility of the CONTRACTOR to ensure compliance with the provisions of this Article 50 and the provisions of Labor Code Section 1776.

ARTICLE 51. APPRENTICES

- a. The CONTRACTOR acknowledges and agrees that, if this Agreement involves a dollar amount greater than or a number of working days greater than that specified in Labor Code Section 1777.5, this Agreement is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of the CONTRACTOR to ensure compliance with this Article 51 and with Labor Code Section 1777.5 for all apprenticing occupations.
- b. Apprentices of any crafts or trades may be employed and, when required by Labor Code Section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.
- c. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.
- d. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at Section 3070), Division 3 of the Labor Code, are eligible to be employed on public works. The employment and training of each apprenticeship shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he or she is training.
- e. Pursuant to Labor Code Section 1777.5, the CONTRACTOR and any subcontractors employing workers in any apprenticeship craft or trade in performing any work under this Agreement shall employ apprentices in at least the ratio set forth in Section 1777.5 and apply to the applicable joint apprenticeship committee for a certificate approving the CONTRACTOR or subcontractor under the applicable apprenticeship standards for the employment and training of apprentices.
- f. Every contractor and subcontractor shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Agreement, the number of apprentices to be employed and the approximate dates the apprentices will be employed.
- g. If the CONTRACTOR or subcontractor willfully fails to comply with Labor Code Section 1777.5,

then, upon a determination of noncompliance by the Chief of the Division of Apprenticeship Standards, the CONTRACTOR or subcontractor shall be subject to the penalties imposed under Labor Code Section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council.

- h. The CONTRACTOR and all subcontractors shall comply with Labor Code Section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices. CONTRACTOR shall become fully acquainted with the law regarding apprentices prior to commencement of the work. Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and Title 8, California Code of Regulations, Section 200, et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 8th Floor, San Francisco, California 94102, (415) 703-4920.

ARTICLE 52. LABOR FIRST AID

The CONTRACTOR shall maintain emergency first aid treatment for CONTRACTOR's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A., Sec. 651, et seq.).

ARTICLE 53. PROTECTION OF PERSONS AND PROPERTY

- a. The CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Agreement and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the DISTRICT. CONTRACTOR shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions. All work shall be solely at the CONTRACTOR's risk with the exception of damage to the work caused by "acts of God" as defined in Public Contract Code Section 7105.
- b. CONTRACTOR shall take, and require subcontractors to take, all necessary precautions for safety of workers and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to the work site and to provide a safe and healthful place of employment. CONTRACTOR shall furnish, erect and properly maintain at all times, as directed by DISTRICT or ARCHITECT or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. CONTRACTOR shall designate a responsible employee, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported in writing to DISTRICT by CONTRACTOR. CONTRACTOR shall correct any violations of safety laws, standards, orders, rules, or regulations.

Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected immediately by the CONTRACTOR at CONTRACTOR's expense.

- c. In an emergency affecting safety of person or of work or of adjoining property, CONTRACTOR, without special instruction or authorization from ARCHITECT or DISTRICT, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and CONTRACTOR shall so act if so authorized or instructed by Architect or DISTRICT. Any compensation claimed by CONTRACTOR on account of emergency work shall be determined by written agreement with the DISTRICT.
- d. CONTRACTOR shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.
- e. CONTRACTOR shall (unless waived by the DISTRICT in writing):
 - i. When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; perform work which may interfere with school routine before or after school hours; enclose working area with a substantial barricade; not allow any unauthorized individuals on the site; require all workers on the Project to be conspicuously identified either by a firm logo on their clothing or prominent identification badge and arrange work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities.
 - ii. Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - iii. Deliver materials to building area over route designated by ARCHITECT.
 - iv. When directed by DISTRICT, take preventive measures to eliminate objectionable dust.
 - v. Enforce all instructions of DISTRICT and ARCHITECT regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on construction site.
 - vi. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer at no cost to the DISTRICT.

ARTICLE 54. NON-DISCRIMINATION

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

ARTICLE 55. SCHEDULE OF VALUES AND PERIODICAL ESTIMATES

- a. CONTRACTOR shall furnish on form(s) approved by PROJECT MANAGER and DISTRICT:
 - i. Within ten (10) calendar days of Notice to Proceed a detailed schedule of values giving

complete breakdown of contract price for each component (trade, building, phase and/or room number) of the Project or site which shall include all general conditions, subcontractor/supplier agreements and/or invoices showing dollar amounts of these agreements to justify the schedule of values; and

- ii. A periodical itemized estimate of work done for purpose of making partial payments thereon. Change order work shall be clearly identified on a separate schedule of values.
- iii. Within ten (10) calendar days of request of DISTRICT, a schedule of estimated monthly payments which shall be due CONTRACTOR under the Agreement.
- iv. Values employed in making up any of these schedules are subject to the PROJECT MANAGER or ARCHITECT's written approval and will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from contract price.

ARTICLE 56. CONTRACTOR CLAIMS

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

ARTICLE 57. DISPUTES ARCHITECT'S DECISIONS

- a. The PROJECT MANAGER and ARCHITECT shall, within a reasonable time, make decisions on all matters relating to the CONTRACTOR's execution and progress of the work. The decisions of the PROJECT MANAGER and ARCHITECT shall not be binding, but shall be advisory only on the CONTRACTOR for the purpose of CONTRACTOR's obligation to proceed with the work.
- b. Except for tort claims, all claims by the CONTRACTOR for a time extension, payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to the Agreement and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or as to the amount of payment which is disputed by the DISTRICT of Three Hundred Seventy Five Thousand Dollars (\$375,000) or less shall be subject to the settlement procedures set forth in Public Contract Code Section 20104, et seq. which provisions are incorporated herein by reference.
- c. In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONTRACTOR agrees to continue the work diligently to completion. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind the Agreement nor stop the progress of the work, but CONTRACTOR's sole remedy shall be to submit such controversy to determination by a court of the State of

California, in Los Angeles County, having competent jurisdiction of the dispute, after the Project has been completed, and not before.

ARTICLE 58. PAYMENTS

- a. Unless otherwise specified in writing, each month within thirty (30) days after approval by the DISTRICT of the monthly progress schedule and an undisputed, properly submitted payment request from CONTRACTOR which has been submitted to PROJECT MANAGER for review and certified for payment by the Architect, there shall be paid to CONTRACTOR a sum equal to ninety-five percent (95%) of value of work performed and of materials delivered to the jobsite and inspected and approved by the inspector of record and subject to or under the control of the DISTRICT and unused up to the last day of the previous month, less aggregate previous payments. Public Contract Code Section 20104.50 Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by CONTRACTOR on a form approved by DISTRICT and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or Surety from any damages arising from such work or from enforcing each and every provision of this Agreement, and DISTRICT shall have the right subsequently to correct any error made in any estimate for payment. CONTRACTOR SHALL NOT BE ENTITLED TO HAVE ANY PAYMENT ESTIMATES PROCESSED OR BE ENTITLED TO HAVE ANY PAYMENT FOR WORK PERFORMED SO LONG AS ANY LAWFUL OR PROPER DIRECTION CONCERNING WORK, OR ANY PORTION THEREOF, GIVEN BY THE DISTRICT, PROJECT MANAGER OR ARCHITECT SHALL REMAIN UNCOMPLIED WITH BY THE CONTRACTOR. CONTRACTOR AGREES TO THE FIVE PERCENT (5%) RETENTION ON ALL PROGRESS PAYMENTS. Public Contract Code Section 9203.
- b. DISTRICT has discretion to require from the CONTRACTOR any of the following information with the application for payment: (i) certified payroll covering the period of the prior application for payment; (ii) unconditional waivers and releases from all subcontractors/suppliers for which payment was requested under the prior application for payment; and/or (iii) receipts or bills of sale for any items. CONTRACTOR agrees that payment may be contingent upon District receiving any one or more of these documents.
- c. Before payment is made hereunder, a certificate in writing shall be obtained from the ARCHITECT stating that the work for which the payment is demanded has been performed in accordance with the terms of the Project Documents and/or Contract Documents and that the amount stated in the certificate is due under the terms of the Project Documents and/or Contract Documents, which certificate shall be attached to and made a part of the claim made and filed with the DISTRICT, provided that if the ARCHITECT shall, within three (3) days after written demand therefore, fail to deliver such certificate to the DISTRICT, the CONTRACTOR may file its claim with the DISTRICT without said certificate, but together with such claim shall be filed a statement that demand was made for such certificate and that the same was refused. Thereupon, the DISTRICT will either allow said claim as presented or shall, by an order entered on the minutes of said DISTRICT state the reasons for refusing to allow said claim. It is

understood, moreover, that the certificate of the ARCHITECT shall not be conclusive upon the DISTRICT, but advisory only.

- d. Upon receipt of CONTRACTOR's payment request, DISTRICT shall review the payment request as soon as practicable after receipt for the purpose of determining that the payment request is proper. Any payment request determined not to be proper shall be returned to the CONTRACTOR as soon as practicable but not later than seven (7) days after receipt and shall be accompanied by a document setting forth in writing the reasons(s) why the payment request was not proper. Public Contract Code Section 20104.50
- e. NO PAYMENT BY DISTRICT HEREUNDER SHALL BE INTERPRETED SO AS TO IMPLY THAT DISTRICT HAS INSPECTED, APPROVED, OR ACCEPTED ANY PART OF THE WORK.
- f. Unless otherwise provided, on or before making request for final payment of the undisputed amount due under the Agreement, CONTRACTOR shall submit to DISTRICT, in writing a summary of all claims for compensation under or arising out of this Agreement which were timely filed. The acceptance by CONTRACTOR of the payment of the final amount shall constitute a waiver of all claims against DISTRICT under or arising out of this Agreement, except those previously made, in a timely manner and in writing, and identified by CONTRACTOR as unsettled at the time of CONTRACTOR's final request for payment.
- g. CONTRACTOR shall pay each of its subcontractors from whom retention has been withheld each subcontractor's share of the retention received within seven (7) days from the time that all or any portion of the retention are received by the CONTRACTOR subject to any limitations set forth in Public Contract Code Section 7107(e).
- h. The final payment of the five percent (5%) retention of the value of the work done under this Agreement, if unencumbered, shall be made thirty-five (35) days after recording by the DISTRICT of the Notice of Completion at the County Recorder's Office. APPROVAL OF COMPLETION OF THE PROJECT WILL BE MADE ONLY BY ACTION OF THE GOVERNING BOARD OF DISTRICT. Public Contract Code Section 7107.

ARTICLE 59. CHANGES AND EXTRA WORK

- a. DISTRICT may, as provided by law and without affecting the validity of this Agreement, order changes, modifications, deletions and extra work by issuance of written change orders from time to time during the progress of the Project, contract sum being adjusted accordingly. All such work shall be executed under conditions of the original Agreement except that any extension of time caused thereby shall be adjusted at time of ordering such change. DISTRICT has discretion to order changes on a "time and material" basis with adjustments to time made after CONTRACTOR has justified through documentation the impact on the critical path of the Project.
- b. Notwithstanding any other provision in the Project Documents and/or Contract Documents, the adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in a change order shall constitute the entire compensation and/or adjustment in the contract time due CONTRACTOR arising out of the change in the work covered by the change order unless otherwise provided in the change order. The amount of the compensation due CONTRACTOR

shall be calculated pursuant to subparagraph (e) of this Article 59. The entire compensation shall not include any additional charges not set forth in subparagraph (e) and shall not include delay damages (due to processing of a change order, refusal to sign a change order) indirect, consequential, and incidental costs including any project management costs, extended home office and field office overhead, administrative costs and profit other than those amounts authorized under subparagraph (e) of this Article 59.

- c. In giving instructions, ARCHITECT and PROJECT MANAGER shall have authority to make minor changes in work, not involving change in cost, and not inconsistent with purposes of the Project. The DISTRICT's Assistant Superintendent of Business Services may authorize changes in work involving a change in cost that does not exceed Fifteen Thousand Dollars \$15,000. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from DISTRICT, authorized by action of the governing board, and no claim for addition to contract sum shall be valid unless so ordered.
- d. If the ARCHITECT or PROJECT MANAGER determines that work required to be done constitutes extra work outside the scope of the Agreement, the ARCHITECT or PROJECT MANAGER shall send a request for a detailed proposal to the CONTRACTOR. CONTRACTOR will respond with a detailed proposal within ten (10) calendar days of receipt of the Request for Proposal which shall include a complete itemized cost breakdown of all labor and materials showing actual quantities, hours, unit prices, and the wage rates required for the change. If the change order involves a change in construction time, a request for the time change shall accompany the change order cost breakdown. All such requests for time shall be specified by CONTRACTOR as either "workdays" or "calendar days." Any request for time received with only the designation of "days" shall be considered calendar days. The term "work days" as used in this paragraph shall mean Monday through Friday, excluding Saturdays, Sundays and federal/State of California observed holidays. If the work is to be performed by a subcontractor, CONTRACTOR must include a bid from the subcontractor containing the same detailed information as required for CONTRACTOR. No extensions of time will be granted for change orders that, in the opinion of the PROJECT MANAGER ARCHITECT, do not affect the critical path of the Project.
- e. Value of any such extra work, change, or deduction shall be determined at the discretion of DISTRICT, PROJECT MANAGER in one or more of the following ways:
 - i. By mutual written acceptance of a lump sum proposal from CONTRACTOR properly itemized and supported by sufficient substantiating data to permit evaluation by DISTRICT and ARCHITECT.
 - ii. By unit prices contained in CONTRACTOR's original bid and incorporated in the Project Documents and/or Contract Documents or fixed by subsequent agreement between DISTRICT and CONTRACTOR.
 - iii. By cost of material and labor and percentage for overhead and profit ("time and material"). If the value is determined by this method the following requirements shall apply:
 - 1. Daily Reports by Contractor.
 - a. General. At the close of each working day, the CONTRACTOR shall submit a daily report to the PROJECT MANAGER ARCHITECT and the

Inspector, on forms approved by the DISTRICT and PROJECT MANAGER, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the PROJECT MANAGER ARCHITECT and the CONTRACTOR. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the CONTRACTOR.

- b. Labor. The report shall show names of workers, classifications, and hours worked and hourly rate. Project Superintendent expenses are not allowed.
- c. Materials. The report shall describe and list quantities of materials used and unit cost.
- d. Equipment. The report shall show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, and hourly/daily cost.
- e. Other Services and Expenditures. Other services and expenditures shall be described in such detail as the DISTRICT or PROJECT MANAGER may require.

2. Basis for Establishing Costs

- a. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft classification or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of labor classification which would increase the extra work cost will not be permitted unless the CONTRACTOR establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
- b. Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the work site in the quantities involved, plus sales tax, freight and delivery. The DISTRICT reserves the right to approve materials and sources of supply, or to supply materials to the CONTRACTOR if necessary for the progress of the work. No markup shall be applied to any material provided by the DISTRICT.
- c. Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$100 or less or where an

invoice is not provided.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental source, or distributors, at the time the work is performed. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the DISTRICT than holding it at the work site, it shall be returned, unless the CONTRACTOR elects to keep it at the work site at no expense to the DISTRICT.

All equipment shall be acceptable to the ARCHITECT, in good working condition, and suitable for the purpose for which it is to be used.

Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

- d. Other Items. The DISTRICT may authorize other items which may be required on the extra work. Such items include labor, services, material and equipment which are different in their nature from those required by the work and which are of a type not ordinarily available from the CONTRACTOR or any of the subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.
- e. Invoices. Vendors' invoices for material, equipment rental, and other expenditures, shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the DISTRICT may establish the cost of the item involved at the lowest price which was current at the time of the report. Unless otherwise stipulated, the CONTRACTOR must send their invoices to the department address set forth in the purchase order. Invoices shall include the following:
 - i. Contract/Bid Number – if applicable
 - ii. Purchase order number
 - iii. Line item number and description
 - iv. Quantity
 - v. Unit price, extended price for each item
 - vi. Invoice total
 - vii. Name and address of firm or person submitting invoice

- viii. Name of school district as addressee
- ix. Date of invoice
- x. Special terms, such as discounts
- xi. Hours and rates for labor charges
- xii. Freight charges (if applicable)
- xiii. Sub Totals of amounts subject to sales tax
- xiv. Amount of sales tax (if applicable)
- xv. Other pertinent information as required by the DISTRICT

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The DISTRICT reserves the right to reject any and all invoice(s) that fail to comply with the terms expressly stated above.

- f. Late payment. It is understood and agreed that no additional charge shall accrue against District in the event that District does not make payment within any time specified by CONTRACTOR.

3. The following form shall be used as applicable by the DISTRICT and CONTRACTOR to communicate proposed additions and deductions to the Agreement.

| | EXTRA | CREDIT |
|---|-------|--------|
| a. Material/Equipment (attach itemized quantity and unit cost plus sales tax) | _____ | _____ |
| b. Labor (attach itemized hours and rates) | _____ | _____ |
| c. Subtotal | _____ | _____ |
| d. If subcontractor performed work, add Subcontractor's overhead and profit to portions performed by it, not to exceed 15% of Item iii. above | _____ | _____ |
| e. Subtotal | _____ | _____ |
| f. Contractor's Overhead and Profit, not to exceed 15% of Item v if Contractor performed the work. If subcontractor performed the work, not to exceed 5% of Item v. Of portions performed by Contractor | | |

and subcontractors, portions performed by Contractor shall not exceed 15% of Item V, and portions performed by Subcontractor shall not exceed 5% of Item v.

g. Subtotal

h. Bond and Liability Insurance Premium, if in fact additional bonds or insurance were actually purchased, not to exceed 2.01% of Item vii.

i. Total

4. IT IS EXPRESSLY UNDERSTOOD THAT THE VALUE OF SUCH EXTRA WORK OR CHANGES, AS DETERMINED BY ANY OF THE AFOREMENTIONED METHODS, EXPRESSLY INCLUDES ANY AND ALL OF CONTRACTOR'S COSTS AND EXPENSES, BOTH DIRECT AND INDIRECT, RESULTING FROM ADDITIONAL TIME REQUIRED ON THE PROJECT, OR RESULTING FROM DELAYS TO THE PROJECT. ANY COSTS OR EXPENSES NOT INCLUDED ARE DEEMED WAIVED. FOR PURPOSES OF DETERMINING THE COST, IF ANY, OF ANY EXTRA WORK, CHANGE, ADDITION OR OMISSION HEREUNDER, ALL TRADE DISCOUNTS, REBATES, REFUNDS, AND ALL RETURNS FROM THE SALE OF SURPLUS MATERIALS AND EQUIPMENT SHALL ACCRUE AND BE CREDITED TO CONTRACTOR, AND CONTRACTOR SHALL ENSURE THAT SUCH DISCOUNTS, REBATES, REFUNDS, AND RETURNS MAY BE SECURED, AND THE AMOUNT THEREOF SHALL BE ALLOWED AS A REDUCTION OF CONTRACTOR'S COST IN DETERMINING THE ACTUAL COST OF CONSTRUCTION FOR PURPOSES OF ANY EXTRA WORK, CHANGE, ADDITION OR OMISSIONS IN THE WORK AS PROVIDED HEREIN.

- f. If the CONTRACTOR should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligates the DISTRICT to pay additional compensation to CONTRACTOR or to grant an extension of time, or constitutes a waiver of any provision in the Agreement, CONTRACTOR shall notify the DISTRICT, in writing, of such claim within five (5) calendar days from the date CONTRACTOR has actual or constructive notice of the factual basis supporting the claim. The notice shall state the factual bases for the claim and cite in detail the Project Documents and/or Contract Documents (including plans and specifications) upon which the claim is based. The CONTRACTOR's failure to notify the DISTRICT within such five (5) day period shall be deemed a waiver and relinquishment of such a claim. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in these General Conditions.

- g. "PROHIBITED USAGE OF CONTRACTOR QUALIFYING LANGUAGE STAMPS ON DISTRICT DRAWINGS OR CONTRACT FORMS." Contractor shall not countersign or endorse any form, drawing, change order, contract or other documents with any conditions not mutually agreed to in advance by the DISTRICT and the CONTRACTOR. Endorsement of a contract, change order, specification, drawing or form with the following: "This change order is being executed without waiver of the right to seek additional compensation for such services," shall be of no legal force or effect.

ARTICLE 60. COMPLETION

- a. The DISTRICT shall accept completion of the Project and have the Notice of Completion recorded within ten (10) days of acceptance of completion of the Project when the entire work including punch list items shall have been completed to the satisfaction of the DISTRICT. Civil Code Section 3093. The work may only be accepted as complete by action of the DISTRICT's Governing Board.
- b. However, the DISTRICT, at its sole option, may accept completion of the Project and have the Notice of Completion recorded when the entire work including individual portions of the work shall have been completed to the satisfaction of the DISTRICT, except for minor corrective items, as distinguished from incomplete items.
- c. A final walk through of the Project to determine completion and to record the Notice of Completion shall occur only upon a valid claim by CONTRACTOR that the Project is complete except for minor corrective items. Any erroneous claims of completion by CONTRACTOR resulting in a premature walk through shall be at CONTRACTOR's sole cost and expense and DISTRICT shall make adjustments to the contract price by reducing the amount thereof to pay for any costs incurred by the DISTRICT due to the erroneous claims by the CONTRACTOR that the Project is complete. Minor corrective items shall be identified in the final walk through of the Project.
- d. If the CONTRACTOR fails to complete the minor corrective items prior to the expiration of the thirty-five (35) day period immediately following recording of the Notice of Completion, the DISTRICT shall withhold from the final payment an amount equal to one hundred fifty percent (150%), as determined by the DISTRICT, of the amount of each item until such time as the item is completed. Public Contract Code Section 7107. At the end of such 35-day period, if there are items remaining to be corrected, the DISTRICT may elect to proceed as provided in Article 61(b) entitled "Adjustments to Contract Price."

ARTICLE 61. ADJUSTMENTS TO CONTRACT PRICE

- a. If CONTRACTOR defaults or neglects to carry out the work in accordance with the Project Documents and/or Contract Documents or fails to perform any provision thereof, DISTRICT may, after ten (10) days written notice to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiencies.
- b. The DISTRICT shall adjust the total contract price by reducing the amount thereof by the cost of

making good such deficiencies. If DISTRICT deems it inexpedient to correct work not done in accordance with the Project Documents and/or Contract Documents, an equitable reduction in the contract price shall be made therefore.

ARTICLE 62. CORRECTION OF WORK

- a. CONTRACTOR shall promptly remove all work identified by DISTRICT as failing to conform to the Project Documents and/or Contract Documents, whether incorporated or not. CONTRACTOR shall promptly replace and re execute its own work to comply with Project Documents and/or Contract Documents without additional expense to DISTRICT and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- b. If CONTRACTOR does not remove such work within a reasonable time, fixed by written notice, DISTRICT may remove it and may store the material at CONTRACTOR's expense. If CONTRACTOR does not pay expenses of such removal within ten (10) days' time thereafter, DISTRICT may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by CONTRACTOR.

ARTICLE 63. EXTENSION OF TIME LIQUIDATED DAMAGES

- a. The CONTRACTOR and DISTRICT hereby agree that the exact amount of damages for failure to complete the work within the time specified is extremely difficult or impossible to determine. CONTRACTOR shall be assessed liquidated damages for each and every day the work required under the Project Documents and/or Contract Documents remains unfinished past the time for completion for each phase of work, as set forth in the Agreement, and any extensions of time granted by the DISTRICT to the CONTRACTOR under the terms of the Project Documents and/or Contract Documents. The CONTRACTOR will pay to the DISTRICT or DISTRICT may retain from amounts otherwise payable to the CONTRACTOR, said amount for each day after failure to meet the requirements of the contract completion as scheduled in the Agreement. Government Code Section 53069.85. For purposes of this article, the work shall be considered "complete" in accordance with the provisions of Article 60, "COMPLETION", except that the work may be considered complete without formal acceptance by the DISTRICT Governing Board so long as the Governing Board, at its next regularly scheduled meeting, accepts the work.
- b. CONTRACTOR shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of CONTRACTOR, including but not restricted to acts of God. CONTRACTOR shall within ten (10) days of beginning of any such delay, notify DISTRICT in writing of causes of delay. CONTRACTOR shall provide documentation and justification to substantiate the delay and its relation to the Project's critical path. DISTRICT shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The DISTRICT's finding of fact thereon shall be final and conclusive on the parties hereto. Extension

of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected.

ARTICLE 64. PAYMENTS WITHHELD

- a. In addition to amount which DISTRICT may retain under Article entitled "COMPLETION" and Article entitled "PAYMENTS," DISTRICT may withhold a sufficient amount or amounts of any payment or payments otherwise due to CONTRACTOR, as in its judgment may be necessary to cover:
 - i. Payments which may be past due and payable for just claims against CONTRACTOR or any subcontractors, or against and about the performance of work on the Project, including, without limitation, payments made pursuant to the Article entitled "PAYMENTS BY CONTRACTOR."
 - ii. The cost of defective work which CONTRACTOR has not remedied.
 - iii. Liquidated damages assessed against CONTRACTOR.
 - iv. Penalties for violation of labor laws.
 - v. The cost of materials ordered by the DISTRICT pursuant to Article 33 entitled "MATERIALS AND WORK."
 - vi. The cost of completion of this Agreement if there exists a reasonable doubt that this Agreement can be completed for the balance then unpaid to CONTRACTOR.
 - vii. Damage to DISTRICT, another contractor, or subcontractor.
 - viii. Site cleanup as provided in Article 44 entitled "CLEANING UP."
 - ix. Payments to indemnify, defend, or hold harmless the DISTRICT.
 - x. Any payments due to the District including but not limited to payments for failed tests, utilities or imperfections.
 - xi. Extra services for ARCHITECT.
 - xii. Extra services for PROJECT MANAGER
 - xiii. Extra services for the INSPECTOR including but not limited to reinspection required due to CONTRACTOR's failed tests or installation of unapproved or defective materials and CONTRACTOR's requests for inspection and CONTRACTOR's failure to attend the inspection.
 - xiv. Failure of CONTRACTOR to submit on a timely basis, proper and sufficient documentation required by the Project Documents and/or Contract Documents, including without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders and verified reports.
 - xv. Any other obligation(s) of the DISTRICT which the DISTRICT is authorized and/or compelled by law to perform.
- b. If the above grounds are in the opinion of the DISTRICT removed by or at the expense of CONTRACTOR, payment shall be made for amounts withheld because of them.
- c. DISTRICT may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, DISTRICT shall make such payments on behalf of CONTRACTOR. If

any payment is so made by DISTRICT, then such amount shall be considered as a payment made under contract by DISTRICT to CONTRACTOR and DISTRICT shall not be liable to CONTRACTOR for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. DISTRICT will render CONTRACTOR an accounting of such funds disbursed on behalf of CONTRACTOR.

- d. As an alternative to payment of such claims or obligations, DISTRICT, in its sole discretion, may reduce the total contract price as provided in Article 61 entitled "ADJUSTMENTS TO CONTRACT PRICE."

ARTICLE 65. TAXES

- a. CONTRACTOR will pay all applicable federal, state and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Project Documents and/or Contract Documents.
- b. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the DISTRICT, upon request, will execute documents necessary to show (1) that the DISTRICT is a political subdivision of the State for the purposes of such exemption and (2) that the sale is for the exclusive use of the DISTRICT. No excise tax for such materials shall be included in any bid price.

ARTICLE 66. NO ASSIGNMENT

The CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its rights, title or interest in or to the same or any part thereof. If the CONTRACTOR shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or any part thereof, such attempted or purported assignment, transfer, conveyance, sublease or other disposition shall be null, void and of no legal effect whatsoever; and the Agreement may, at the option of the DISTRICT, be terminated, revoked and annulled, and the DISTRICT shall thereupon be relieved and discharged from any and all liability and obligations growing out of the same to the CONTRACTOR, and to its purported assignee or transferee.

ARTICLE 67. NOTICE

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

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

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

ARTICLE 68. NO WAIVER

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

ARTICLE 69. HAZARDOUS MATERIALS

Please refer to the "Supplementary instructions to bidders" for further clarification on hazardous materials.

In the event the CONTRACTOR encounters on the site materials which it reasonably believes to be "hazardous materials", as that term is defined by federal and state law, which has not been rendered harmless, the CONTRACTOR shall immediately stop work in the area affected and report the condition to the DISTRICT, PROJECT MANAGER and the Architect in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the DISTRICT and CONTRACTOR if in face the material is a "hazardous material" or when it has been rendered harmless, by written agreement of the DISTRICT and CONTRACTOR, or in accordance with any federal or state agency having cognizance of the matter.

ARTICLE 70. MATERIAL SAFETY DATA SHEETS AND COMPLIANCE WITH PROPOSITION 65

- a. CONTRACTOR is required to ensure that material safety data sheets are available in a readily accessible place at the work site, for any material requiring a material safety data sheet per the federal "hazard communication" standard or employees right-to-know law. The CONTRACTOR is also required to insure proper labeling on any substance brought into the job site, and that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures.
- b. CONTRACTOR is required to comply with the provisions of California Health and Safety Code section 25249, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The CONTRACTOR agrees to familiarize itself with the provisions of this section, and to comply fully with its requirements.

ARTICLE 71. NON-UTILIZATION OF ASBESTOS MATERIAL

- a. The CONTRACTOR will be required to execute and submit the Certificate Regarding Non- Asbestos Containing Materials.
- b. Should asbestos containing materials be installed by the CONTRACTOR in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will meet the following criteria:
 - i. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
 - ii. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
 - iii. The asbestos consultant shall be chosen and approved by the DISTRICT who shall have sole discretion and final determination in this matter.
 - iv. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- c. Cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs as may be incurred by the DISTRICT shall be borne entirely by the CONTRACTOR.
- d. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the CONTRACTOR at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, the CONTRACTOR acknowledges the above and agrees to hold harmless the DISTRICT, its Governing Board, employees, agents, and ARCHITECT and assigns for all asbestos liability which may be associated with this work. The CONTRACTOR further agrees to instruct his/her employees with respect to the above-mentioned standards, hazards, risks and liabilities.

ARTICLE 72. LEAD

Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the CONTRACTOR shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization or renovation of any existing school facility.

ARTICLE 73. CRIMINAL RECORDS CHECK

Education Code Section 45125.1 provides that if the employees of any entity that has a contract

with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application. The CONTRACTOR shall not permit an employee to come in contact with DISTRICT pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The CONTRACTOR shall certify in writing to the Governing Board of the DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony. Criminal Records Check Certification by CONTRACTOR is included in the Project Documents and/or Contract Documents.

ARTICLE 74. DISABLED VETERAN BUSINESS ENTERPRISES

Each bidder must meet goals and requirements relating to three percent (3%) participation by Disabled Veteran Business Enterprises, established by the DISTRICT and the State Allocation Board (SAB), or make a good faith effort with respect thereto, in accordance with the DISTRICT's policies and procedures. CONTRACTOR may obtain information from the Office of Small Business Certification and Resources (OSBCR) at <http://www.dgs.ca.gov/osbcr> or (916) 323- 5478. The CONTRACTOR shall be required to submit to the DISTRICT the DVBE Certification which is included in the Project Documents and/or Contract Documents. Prior to, and as a condition precedent for final payment on the Project, the CONTRACTOR shall provide appropriate documentation to the DISTRICT so that the DISTRICT can assess its success at meeting the DVBE participation goal.

ARTICLE 75. TOBACCO FREE POLICY

CONTRACTOR has been advised and is aware that DISTRICT has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on DISTRICT property. CONTRACTOR shall be responsible for the enforcement of DISTRICT's tobacco-free policy among all CONTRACTOR's employees and subcontractors while on DISTRICT property. CONTRACTOR understands and agrees that should any employee or subcontractor of CONTRACTOR violate the DISTRICT's Board Policy after having already been warned once for violating DISTRICT's tobacco-free policy, CONTRACTOR shall remove the individual for the duration of the Project. CONTRACTOR shall not be entitled to any additional compensation and/or time in completing the Project for such removal.

ARTICLE 76. GOVERNING LAW

The laws of the State of California and Los Angeles County, California shall govern the Project and the Agreement.

ARTICLE 77. LABOR CODE COMPLIANCE

This project is subject to compliance monitoring and enforcement by the Department of Industrial

Relations. The Contractor hereby stipulates that it shall comply with the 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) (§1771), hiring of Apprentices (§ 1777.5) and Working Hours (§ 1813), and Payroll Records (§ 1776). Prevailing rate of per diem wages are on the website of the Division of Labor Statistics and Research of the Department of Industrial Relations at www.dir.ca.gov/OPRU. 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 or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 of the Public Works Labor Code Provisions. With regard to hiring of apprentices, the responsibility of compliance with Labor Code section 1777.5 shall rest with the Contractor. Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, divisions 2 of the Labor Code of California, the Director of Industrial Relations has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute the contract. Said determinations are available to any interested party on the web site (www.dir.ca.gov). Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the general prevailing rate of per diem wages as determined by the Director of Industrial Relations, unless otherwise specified. Each worker of the Contractor or any of his subcontractors engaged in work on the project shall be paid not less than the general prevailing rate of per diem wages determined by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers. Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations in accordance with Labor Code section 1173.8. The Contractor shall, as a penalty to the District, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. Prevailing wage rates shall also be used when determining wages paid for change order items. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the Contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor in meeting his prevailing wage obligations, or the Contractor's willful failure to pay the correct rates of prevailing wages. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor, and the Contractor shall be bound by the provisions of Labor Code section 1775. Any worker employed to perform work on the project, which work is not covered by any classification listed in the general prevailing rate of per diem wages determined wages determined by the Director of

Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to work to be performed. Such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification. Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay and similar purposes. Contractor shall post at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with the public work. The payroll records required above shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- b. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c. A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Contractor.

Contractor shall file a certified copy of the records required above with the District or entity that requested such records within ten days after receipt of a written request. Any copies of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor shall not be marked or obliterated. Contractor shall inform the District of the location of the records required above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address. In the event of noncompliance with the requirements of this article regarding maintenance of records, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this article. Should noncompliance still be evident after such ten-day period, the Contractor shall, as a penalty by the District, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from progress payments then due.

Supplementary Conditions

Information in the supplementary conditions supersedes any contradictory information in the balance of this document.

ARTICLE 1. Contractor Furnished Insurance

The insurance required by Article 16, 17, 18 and 19 of the General Conditions are herewith amended to include the following:

a. Insurance Coverage

i. The following coverage shall be furnished by Contractor:

| | | |
|--|--------------------------|--------------|
| 1. Workers Compensation | Statutory | |
| Limit | 2. Employer's Liability: | Annual Limit |
| Bodily Injury by Accident, each | | \$1,000,000 |
| Bodily Injury by Disease, each employee | | \$1,000,000 |
| Bodily Injury by Disease, policy limit | | \$1,000,000 |
| 3. Commercial General Liability/Umbrella Liability | Limits of | |
| Liability General Aggregate Per Project | | \$2,000,000 |
| Products/Completed Operations Aggregate | | \$2,000,000 |
| Personal/Advertising Injury Aggregate | | \$2,000,000 |
| Each Occurrence Limit | | \$2,000,000 |
| 4. Automobile Liability | | |
| (Primary & Offsite Exposure) | Limit of | |
| Liability Each Accident – Bodily Injury and | | |
| Property damage | \$1,000,000 | Combined |
| | Single Limit | |
| 5. Excess Liability Insurance Coverage | | \$2,000,000 |

ii. Insurance Covering Special Hazards:

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

1. Automotive and truck were operated in amounts \$1,000,000
2. Material Hoist where used in amounts \$1,000,000
3. Explosion, Collapse and Underground (XCU) coverage \$1,000,000

iii. Additional Insured, Proof of Coverage and Waivers of Subrogation

Contractor shall additionally name and provide additional insured coverages for the DISTRICT.

ARTICLE 2. Additional instructions

Contractor shall be responsible for fencing off the areas under construction with 6' chain link screened fencing. Fencing and screening must be maintained in safe and aesthetically good condition at all times.

Maintain proper safety signage around the construction area.

The DISTRICT will pay for consumption of all 120v power and all water requirements for the construction, temporary lines are at the cost of the contractor. Welders will be required to supply their own power.

All construction workers will be required to work only within the fenced areas while school is in session. All storage will be within the fenced area. Coordinate deliveries accordingly. Deliveries during school hours must be approved by the PROJECT MANAGER in advance. No contact or interaction with students or staff is allowed.

Work performed during school hours must be completed in a manner that allows the school to function normally.

We are working on campuses populated by high school or elementary students; avoid offensive behavior at all times. One incident of behavior deemed offensive by the DISTRICT or PROJECT MANAGER would be cause for the permanent removal of the offending individual from the site.

No radios are allowed on the construction site.

Work performed at all common areas must be performed while school is out of session. Common areas generally include all exterior walkways, administration buildings, libraries, food service areas, multipurpose rooms, parking lots and site facilities.

Construction parking will be limited to off-site only during school session. Please make arrangements for shuttles to and from remote parking areas if necessary.

All low voltage communication systems, fire alarm systems, and fire department access must be maintained at all times throughout the project. Should there be any downtime or outages required for cutover to the new systems, the cutover will need to be scheduled in advance (with 2 weeks' notice given) and performed while school is out of session.

Work hours will be as per local ordinances.

Trash dumpsters, toilets and handwashing facilities are to be supplied by the CONTRACTOR and are to remain inside the fenced areas except for servicing. All servicing will occur before or after school hours.

CONTRACTOR is to make available a phone and fax machine on each jobsite for job personnel use, including running temporary phone lines as necessary. Phone and fax will be housed by the

contractor within the fenced construction area and moved if necessary with the phased construction.

Contractor will be responsible for replacing all known surface conditions damaged during construction and temporary facilities including but not limited to landscaping, irrigation, hardscape, sitework, etc. to the condition it was prior to the start of construction.

Construction schedule shall include enough time for the relocation of the classroom contents between each phase and the production and completion of a punch list prior to occupancy. Any punch list work not completed prior to occupancy must then be completed when school is not in session.

Contractor shall comply with safety concepts expressed in the attached parent "Safety Flyer".

ARTICLE 3. Construction

phasing Not applicable

ARTICLE 4. Price Adjustments

No price changes are permitted during the first year of the contract, after which prices may be subject to adjustment (increase or decrease) only at time of annual contract renewal. Prices shall not be increased more than the Consumers Price Index for the greater Los Angeles/Orange metropolitan area, as published by the U. S. Department of Labor, Bureau of Labor Statistics at: <http://www.bls.gov/cpi/> or five (5) percent, whichever is less. Price increase requests must be submitted in writing by the Contractor to the District thirty (30) days prior to the date of the renewal of the agreement.

ARTICLE 5. Asbestos/Lead and Roofing reports

Asbestos Reports under Separate Cover, if applicable

ARTICLE 6. Storm Water Pollution Prevention Plan, if applicable

Storm Water Pollution Prevention (SWPPP)

Application

This Section addresses the preparation, implementation and monitoring of Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the construction site into the receiving waters. This includes the elimination of pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas. If a SWPPP is required, the District will not issue a Notice to Proceed until Contractor has prepared and obtained approval of SWPPP from the District and submitted a properly prepared notice of intent with the appropriate filing fee to the District. The Contractor shall also secure a certification that the construction project has met all of the conditions of the General Construction Activity Storm

Water Permit (GCASP) and comply with all applicable local, state and federal regulations governing Storm Water pollution prevention.

References and Materials

- California Storm Water Best Management Practice Handbook for Construction Activity (BMP Handbook).
- Use materials of a class, grade and type needed to meet the performance described in the BMP Handbook.

Preparation and Approval

The Contractor shall prepare the Storm Water Pollution Prevention Plan (SWPPP) as required to comply with Storm Water pollution regulations for project sites with storm water discharges associated with construction activity such as clearing or demolition, grading, excavation and other land disturbances.

For project sites, new or existing, with land disturbance of 1 or more acres (or less than 1 acres if part of a common plan for development), the Contractor shall prepare and submit to the District the SWPPP for review and approval and a Notice of Intent with the appropriate filing fee. The Contractor shall also pay annual renewal fee(s) until the contract is completed and make all such checks payable to the State Water Resources Control Board.

The Contractor shall prepare the SWPPP by following the format in Chapter 2 of the BMP Handbook, March 1993 edition, published by the Storm Water Quality Task Force. The publication is available from:

Los Angeles County Department of Public Works – Cashier’s Office
900 S. Fremont Avenue
Alhambra, CA 91803
Telephone (626) 458-6959

Where land disturbance is less than 2 acres, a SWPPP is not required. However, BMPs indicated in the BMP Handbook needed to prevent or minimize storm water pollution shall be implemented at no extra cost to the District.

Within two weeks after Award of Contract by the District, the Contractor shall submit to the District’s Civil Engineer, one copy of the SWPPP for review. After the District’s approval, the Contractor shall provide approved copies of the SWPPP as follows: one copy each to the District’s Construction Inspector, District’s PROJECT MANAGER, District Architect, Commissioned Architect and District’s Civil Engineer.

Implementation

The Contractor shall implement the Storm Water Pollution Prevention Plan by doing the following:

- a. Install perimeter controls prior to starting other construction work at the site.
- b. Contain on-site Storm Water at the jobsite. Do not drain on-site water directly into the storm drain.
- c. Designate trained personnel for the proper implementation of the SWPPP.
- d. Revise the SWPPP to suit changing site conditions and also when properly installed systems are ineffective.
- e. At the end of Construction Contract.
 - i. Leave in place Storm Water pollution prevention controls needed for post-construction storm water management and remove those that are not needed as determined by the District. Thereafter, left-in-place controls will be maintained by the District.
 - ii. Provide Site Monitoring Reports, SWPPP revisions, Compliance Certifications and related documents to the District. Post-construction storm water operation and management plan as mentioned in the compliance certifications are considered to be in place at the end of the Construction Contract.

Monitoring

The Contractor shall conduct examination of Storm Water pollution prevention controls monthly, as well as before and after each storm and each 24-hour period during extended storm events. The Contractor shall also prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

Liabilities and Penalties

- a. Review of the SWPPP and inspection logs by the District shall not relieve the Contractor from liabilities arising from non-compliance with Storm Water pollution regulations.
- b. Payment of penalties for non-compliance by the Contractor shall be the sole responsibility of the Contractor and will not be reimbursed by the District.
- c. Compliance with the Clean Water Act pertaining to construction activity is the sole responsibility of the Contractor. For any fine(s) levied against the District due to non-compliance by the Contractor, the District will deduct from the final payment due the Contractor the total amount of the fine(s) levied on the District, plus legal and associated costs.
- d. The Contractor shall submit to the District a completed NOI for change of information (Construction Site Information and Material Handling/Management Practices).

Article 7. Schedule Restraints

None

Supplemental Labor Conditions

Part 1 – General

1.1 Project Locations

- A. This bid is applicable to DISTRICT campuses, centers, and facilities.

1.2 Work Day and Hours

- A. Unless otherwise directed in writing by the DISTRICT, all work covered under this bid shall be based upon a five (5) day work week from Tuesday to Saturday, or Wednesday to Sunday, during the hours of 3:00 pm and 11:00 pm.

Part 2 – Bid

2.1 Security

- A. See also “Instructions to Bidders” item 2.
- B. The required 10% bid security is based upon the Grand Total and the Basis of Award Bid Form found in the Bid Package

2.2 Basis for Bid Award

- A. The Bid Form requires bidders to enter unit price costs for a number of items noted on the Unit Price Schedule.
- B. The submitted unit prices are utilized by the bidder to complete the Basis of Award form found in the Bid Package.
- C. Failure to provide unit costs for each and every item on the Unit Price Schedule or the Basis of Award form shall result in the bid being declared “non-responsive.”
- D. The bid shall be awarded based upon the lowest cost responsible bid provided on the hypothetical work noted in the Basis of Award form in the Bid Package.
- E. All costs noted by the bidder in the Basis of Award shall match the Unit Price Schedule also submitted by the bidder.
- F. If there are cost differences between the Basis of Award and the Unit Price Schedule, then the lowest cost shall be accepted by the DISTRICT.

2.3 Scope of Work

- A. All work noted in the Bid is to be utilized by the DISTRICT on an “if and as needed” basis.
- B. The DISTRICT shall provide no minimum amount of work or any guarantee of work covered by the Bid.
- C. The DISTRICT retains the exclusive right to utilize the Bid as it deems necessary and may also utilize any other bids or cooperative agreements that are in the best interest of the DISTRICT.
- D. It is the intention of the District to use this Bid, based upon the unit price schedule, for multiple stand-alone projects.
- E. Each product shall be cost out by the successful bidder in a written proposal (estimate) based upon the Bid’s Unit Price Schedule.
- F. If approved, a purchase order and Field Agreement, or Contract, shall be issued as a notice to proceed.

2.4 Performance and Payment Bond

- A. Performance and Payment Bonds shall be required for any project that exceeds \$25,000 in cost.
- B. The DISTRICT shall reimburse the successful bidder for the direct costs of required Performance and Payment Bonds up to, but not exceeding 2% of the project cost.
- C. Reimbursement shall be made within thirty (30) work days of submittal of a valid reimbursement invoice with fully documented costs.

D. Performance and Payment Bonds shall not be required for projects less than \$25,000 in cost.

2.5 Bid Duration

A. Bid shall be awarded for approximately four (4) years as follows:

- a. Year One (1) - / / through ___/ /___
- b. Year Two (2) - / / through ___/ /__
- c. Year Three (3) - / / through ___/ /__
- d. Year Four (4) - / / through ___/ /__

2.6 Unit Price Adjustments

- A. All unit prices shall be adjusted in year two (2) and year four (4) by the annual average CPI for the prior calendar year.
- B. The CPI utilized for this adjustment is defined as CPI – All Urban Consumers for Los Angeles, Riverside, and Orange County, California, for the Base Period 1982-84.
- C. However, in no case shall the original unit prices be subject to reductions in costs as the result of CPI adjustment.

Part 3 – Contract Administrative Fees and Reports

3.1 Fees

- A. The vendor will provide to DISTRICT a contract administrative fee of two (2) percent of the total invoice amounts of all orders shipped pursuant to the cooperative and utilization agreement.
- B. The two (2) percent fee shall apply only to those entities that choose to use said agreement pursuant to Sections 20118 and 20652 of the Public Contract Code.
- C. The two (2) percent fee will be listed as a separate line item cost and shall be included in the price of goods or services.

3.2 Reports

- A. The vendor shall provide quarterly reports of the total dollar expenditures by each participating agency to the DISTRICT.
- B. Use the Quarterly Report Form found in the Bid Package for all submissions.
- C. This report will be submitted electronically on a quarterly basis for the previous quarter's transactions.
- D. Quarterly reports and fees are to be submitted to the Business Office for the DISTRICT at:
Street Name
City, State, Zip Code
- E. Failure to submit these reports and fees when due shall constitute grounds to terminate this agreement.
- F. Supplier shall remain liable for any fees prior to such notification.

Part 4 – Material

4.1 Supplied Material

- A. Contractor is responsible for all materials for a completed job.
- B. DISTRICT may elect to store additional material and/or attic stock for quick access.

Part 5 – Responsibilities

5.1 Bidding Contractors

- A. All miscellaneous items needed for a completed job shall be provided by the contractor as stated within the bid document and specifications.

- B. Plan take-off, proper estimates for flooring, material and labor needed to complete the job.
- C. Contractor will be held responsible to the original written estimate provided for each project.
- D. Supplying all materials necessary for a completed project, or as requested.
- E. Contractor is required to be certified by manufacturer for the installation of all specified flooring systems.
- F. Contractor will be required to order and receive materials at the contractor's warehouse 6-8 weeks prior to the scheduled installation date.
- G. Contractor must have adequate warehouse and storage facilities.
- H. Contractor must provide warehouse facilities that are adequate to store owner supplied or attic stock flooring material.
- I. Warehouse facilities must be insured and bonded.
- J. Certification will be required showing that the material is insured for 100% of its value.
- K. Contractor must supply insurance for all district owned, stored material.
- L. The contractor will be responsible for all installation and auxiliary materials.
- M. The contractor will be responsible for all flooring preparation labor.
- N. Contractor's flooring installation price for all categories is to include set-up and prep work.
- O. The contractor will be responsible for all proper equipment to receive and deliver material to the job sites.
- P. The contractor will be responsible for all deliveries of all district owned and contractor stored materials to all job sites. This includes all projects designated within the bid document.
- Q. The contractor will be responsible for insuring the district owned material when delivering and transporting goods.
- R. The contractor will be responsible for disposal of used flooring systems.
- S. The contractor will be responsible for providing disposal for used flooring systems.
- T. The contractor will be responsible for following the manufacturer's installation instructions exactly for all materials utilized.
- U. No more than one (1) dye lot shall be considered per material type per project, unless otherwise approved in writing by the DISTRICT.

5.2 Substrates

- A. Flooring materials, including turf, will be installed over several different substrates to include wood, concrete and pads.
- B. Contractors will be responsible for contacting the manufacturer for the correct installation specification for each substrate application.

5.3 Removal and Disposal

- A. If applicable, the contractor will be responsible for the removal and disposal of existing flooring where new flooring will be installed or as requested.

5.4 Labor Requirements

- A. Contractor must have available resources to meet a minimum of 340 yards of flooring installations per standard working day.
- B. Labor requirements vary on a daily basis.

5.5 Material Pick Up

- A. In addition to receiving and storing district supplied materials, the contractor may be required to pick up owner supplied materials at designated warehouses.

5.6 Storage

- A. Contractor will be responsible for storing all owner supplied material for the term of the contract at no charge to the DISTRICT.
- B. All flooring overages shall be labeled and stored by the contractor.
- C. Remaining materials will be delivered to a DISTRICT location when requested, or at termination

of contract.

5.7 Minimum Orders

- A. Carpet, sheet flooring, and tile orders shall not be less than 65 yards.
- B. Wall base shall not be less than 120 linear feet.
- C. Rubber tile products shall be one carton.
- D. Reducer shall be 12' with each product including reducers, track, and molding pieces.

5.8 Carpet Material Manufacturing Overages

- A. Overages shall not exceed the following:
 - a. 1 – 500 square yards: 5%
 - b. 501 – 1,000 square yards: 4%
 - c. 1,001 – 2,500 square yards: 2%
 - d. 2,501 and up: 1%

Part 6 – Warranties

6.1 Submittals

- A. All warranties must be submitted with payment requests in order to process payment.

6.2 Substance

- A. Warranties shall indicate site, location, and date of installation.

6.3 10 Year Labor Warranty (Latent)

- A. Contractor shall be responsible for the labor, and warranty it, for 10 years non-prorated.
- B. The 10-year labor warranty is to read as follows:
 - a. Contractor has been responsible for the application of materials.
 - b. Materials have been installed per manufacturer specifications.
 - c. Materials meet the integrity level set forth by the manufacturer.
- C. This includes proper application of flooring, tiles, rolls, wall base, and any other material contracted.

6.4 Abnormalities

- A. Contractor is responsible for identifying any inherent abnormalities relating to manufacturer supplied products such as flooring, tiles, and rolls.
- B. The DISTRICT must be notified prior to installation in the case where materials may compromise the proper application of flooring materials.

Part 7 – Wall Base, Thresholding and Application

7.1 Installation

- A. Contractor shall ensure that wall base, thresholding, and application are installed correctly per plan specifications and manufacturer's recommendations.

Part 8 – Concrete Vapor and Relative Humidity Emission Testing

8.1 Requirements

- A. The DISTRICT may require concrete vapor and/or relative humidity emission testing.
- B. Contractor will utilize calcium chloride tests, or relative humidity testing.
- C. The cost of calcium chloride tests or relative humidity tests shall not exceed \$50.00 per test.
- D. Each test must include pH results.
- E. Contractor shall be paid for any calcium chloride or relative humidity test as a reimbursable expense.

Part 9 – Schedule

9.1 Installation Schedule Changes

- A. Contractor will give a minimum of 3 days' notice prior to any installation schedule changes.

9.2 Work Hours

- A. Contractor work hours are 3:00 pm to 11:00 pm, Tuesday through Saturday, or Wednesday through Sunday.

Part 10 – Change Orders

10.1 No Change Orders Or Additional Payments Will Be Considered In Excess Of The Contractors Original Estimate Unless:

- A. Approved in advance and in writing by the DISTRICT for special or extraordinary conditions not known at the time of issuance of the purchase order and/or Field Project Agreement/Contract.

Part 11 – AB2398 Product Stewardship

11.1 Bidding Contractor Awarded This Bid Shall Be Responsible For:

- A. Implementing AB2398 at no additional cost to the DISTRICT.
- B. Any and all costs associated with the implementation of AB2398 shall be included with the contractor's bid.
- C. The stewardship fee shall be a line item cost (\$0.05 per yard) that is added to the proposal as a separate cost.
- D. The fee shall be treated like a tax and shall not be included in the bid.

Part 12 – Certification

12.1 Requirements

- A. It is a requirement of this bid that all individuals working on projects at the DISTRICT and involving structured, woven, 12' broadloom and carpet tile shall be certified by the manufacturer.
- B. Proof of current and valid certification shall be included with the Bid Package.
- C. Failure to provide such certification may result in the bid being declared "non-responsive."

*IT IS AGREED AND APPROVED THAT the buying contract is in the best interest of the DISTRICT due to the advantage of very low, set pricing ahead of time, without the added time and expense of going out to bid and the Board hereby determines that rates of labor for the furnishing of services and deferred, routine maintenance projects incidental to the purchase of materials under the buying contract not to exceed thirty percent, in accordance with Public Contract Code Section 20118.

Exhibits and Certifications

- ☐ Basis of Award – Hypothetical Projects
- ☐ Certification by Contractor of Criminal Records Check
- ☐ Drug Free Workplace Certifications
- ☐ Escrow Agreement for Security Deposits In lieu of Retention
- ☐ Performance Bond
- ☐ Payment Bond
- ☐ Warranty & Guarantee
- ☐ Contractor's Certificate Regarding Non-Asbestos Containing Materials

Basis of Award

Hypothetical Project #1 – Classroom Rejuvenation: 960 sf (107 sy) Room

Altering an educational setting to meet the educational needs of today's classroom.

Ceiling Tiles: remove and apply.

\$_____

Flooring: demo, supply and install Powerbond.

\$_____

Paint Room up to a 9' high ceiling, paint one window up to 4'x5', and one door up to 3'x7'.

\$_____

Install and apply 30' idea wall from floor to ceiling utilizing porcelain steel surface.

\$_____

Hypothetical Project #2 – Landscape Beautification

Enhancing the scenic value of a pre-determined site through synthetic replica plantscaping and xeriscaping.

Contractor to remove 6" native soil following architectural grade recommended for proper drainage based on 5000 sf.

\$_____

Supply and apply premium 20-year warranty landscape geo fabric.

\$_____

Supply and apply 130 lf cut header board using appropriate composite header board stakes and anchors to existing curbing.

\$_____

Supply and apply 4" certified Class II Road Base to 91% compaction, based on 5,000 sf.

\$_____

Supply and apply 5,000 sf of Premier Blend synthetic landscape turf with thatch, infill 75% with antimicrobial acrylic coated sand, utilizing synthetic turf singular seam tape and premium fast set urethane synthetic turf adhesive.

\$_____

Supply and place five premium select one-ton seating boulders, in designated locations.

\$_____

Provide replica plantscape for a 10'x10' area, consisting of 10-UV inhibited replica Savannah Grass.

\$_____

Provide replica plantscape for a 10'x10' area, consisting of 10-UV inhibited replica Eucalyptus.
\$_____

Onsite Safety, to include site supervision and safety meetings.
\$_____