

BID NO. 5068

**ALVIN SCHOOL KITCHEN HOOD & FIRE ALARM
PROJECT**



Mandatory Pre-Bid Conference: September 22, 2015 at 9:30 a.m.

Meet at:

Alvin School Kitchen
301 E. Alvin
Santa Maria CA 93454

Bid Due Date: October 13, 2015 at 1:59:59 p.m.

Deliver to:

The District Office (Souza Center front lobby)
708 S. Miller Street
Santa Maria, CA 93454
(805) 361-8175

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DOCUMENT 00100

NOTICE TO BIDDERS

1. Notice is hereby given that the governing board (“Board”) of the Santa Maria-Bonita School District (“District”) will receive sealed bids for the following project, Bid No. 5068 (“Project” or “Contract”): A L V I N SCHOOL KITCHEN HOOD AND FIRE ALARM PROJECT.

2. The Project consists of:

The following general scope of work as described in the Bid Documents and in the Contract Documents, and as described in the PMSM Drawings and Specifications dated March 3, 2015, in the General Conditions, and in related documents. Replace kitchen hood, upgrade campus-wide fire alarm and intercom system and related work.

3. Not Used.

4. To bid on this Project, the Bidder is required to possess the following State of California Contractor License: B

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

5. Contract Documents are available after September 11, 2015, for review at PMSM, 1266 Monterey Street, San Luis Obispo, CA 93401, or a digital copy may be requested at no charge from PMSM Architects by emailing fcortez@pmsm-architects.com. In addition, the Contract Documents are available through the following builders’ exchanges:

- A. Construction Bid Board
- B. SLO County Builder’s Exchange
- C. Santa Maria Valley Contractors Association

6. Plans and specifications may be purchased directly from ASAP Reprographics, 321 South Higuera Street # D, San Luis Obispo, CA 805-543-3144 or at 101 Blueprint, 2035 Preisker Lane, Santa Maria, CA 93454, after receiving an authorization letter from PMSM Architects (805) 476 - 0399. The cost of plans and specifications purchased from ASAP Reprographics or 101 Blueprint is non-refundable.

7. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

8. All Bids must be sealed in an envelope, and marked on the outside of the envelope

containing the bid with the name and address of the Bidder, the Project name, Bid number, date, and time of bid opening. Failure to include sufficient information to identify the Bidder, by including the Bidder's name or address, may result in the rejection of the Bid. Each Bid must receive an electronic time stamp provided by the District indicating the time the Bid was received by the District. The time stamp will be placed on the Bid by a District employee when the Bid is received at the front lobby of the District and in compliance with the requirements set forth below in paragraph 9.

9. Sealed Bids will be received until 1:59:59 p.m., October 13, 2015, at the front desk of the lobby of the District Office, located at the Souza Center, 708 South Miller Street, Santa Maria, California, 93454. Any bid that is submitted after 1:59:59 p.m. as determined by the official bid clock in the lobby of the District Office, and as indicated by the electronic time stamp placed on the Bid by a District employee when the Bid is received, shall be non-responsive and returned to the bidder. Bids received via Federal Express, United Parcel Service (UPS), or United States Postal Service delivery must be received by the District no later than 1:59:59 p.m., October 13, 2015 as determined by the District's official bid clock located in the lobby of the District Office and as indicated by the electronic time stamp placed on the Bid by a District employee when the Bid is received. Any bid received via Federal Express, United Parcel Service (UPS), or United States Postal Service delivery after 1:59:59 p.m., shall be non-responsive and returned to the bidder. Failure to timely deliver a bid that is attributable to the carrier shall not constitute an excuse for untimely delivery. Bids transmitted via Federal Express, United Parcel Service (UPS), or United States Postal Service delivery must be placed in a separately sealed envelope inside of the Federal Express, United Parcel Service (UPS), or United States Postal Service package. Failure to include all required documents may render the bid non-responsive. Those bids timely received shall be publicly opened and read aloud at 2:05 p.m. on October 13, 2015 at the District Office. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.
10. A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the Santa Maria-Bonita School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

NOTE: ATTENDANCE AT THE PRE-BID CONFERENCE AND SITE VISIT BY A REPRESENTATIVE OF THE INTERESTED BIDDER'S FIRM IS A MANDATORY REQUIREMENT FOR SUBMITTING A BID ON THIS PROJECT.

11. There will be a mandatory pre-bid conference and site visit on (Tuesday) September 22, 2015 at 9:30 a.m. sharp for the purpose of acquainting all prospective bidders with the bid documents and the work site. Prospective bidders are to meet at Alvin School Kitchen located at 301 E. Alvin, Santa Maria, CA 93454. Late arrivals will be denied entrance and will be disqualified from submitting a bid. All attendees must sign-in when arriving. **Contractors wishing to submit a bid to the District for this project**

are required to attend. Any bidder failing to attend the pre-bid conference will be deemed a nonresponsive bidder and disqualified, and will have any bid it submits returned unopened.

12. Prior to the execution of the Agreement, the successful Bidder shall be required to attend a post-bid interview and may be required to attend a contract award meeting with the District.
13. The successful Bidder shall be required to furnish a 100 % Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.
14. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
15. The successful bidder will be required to either meet the Disabled Veterans Business Enterprise (“DVBE”) goal of three percent (3%) participation or demonstrate its good faith effort to solicit DVBE participation in this Contract if it is awarded the contract for the Work, and will submit the required DVBE Participation Certification.
16. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the Department of Industrial Relations and on the Internet at: <<http://www.dir.ca.gov>>.
17. The District will institute a labor compliance program on this Project pursuant to Labor Code sections 1771.5 and 1771.7. This Project is subject to labor compliance monitoring and enforcement by the Compliance Monitoring Unit (“CMU”) of the Department of Industrial Relations pursuant to Labor Code section 1771.3 and subject to the requirements of section 16450 et seq. of Title 8 of the California Code of Regulations. The Contractor and all Subcontractors under the Contractor shall furnish certified payroll records directly to the Labor Commissioner weekly and within ten (10) calendar days of any request by the District or the Labor Commissioner in accordance with section 16461 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, of the Labor Code.
18. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
 - A. The base bid amount only.

19. The Board reserves the right to reject any and all bids and/or waive any irregularity in

any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) calendar days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

The Santa Maria-Bonita School District (“District”) will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder’s bid may be rejected at the sole discretion of District.

1. Bids are requested for a general construction contract, for work as described in the Contract Documents for the following project (“Project” or “Contract”):

Bid No. 5068

ALVIN SCHOOL KITCHEN HOOD AND FIRE ALARM PROJECT

2. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.
3. Bidders must submit Bids on the Bid Form and Proposal and submit all other required District forms. Bids not submitted on the District’s required forms shall be deemed non- responsive and shall not be considered. (See Paragraph 11, Instructions to Bidders). Additional sheets required to fully respond to requested information are permissible.
4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non- responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Form and Proposal
 - b. Bid Bond
 - c. Designated Subcontractors List
 - d. Mandatory Pre-Bid Conference and Site-Visit Certification
 - e. Noncollusion Affidavit
 - f. Guarantee Form
 - g. Surety Information
 - h. References
 - i. Bidder’s Imported Materials Certification
 - j. Disabled Veteran Business Enterprise Participation Certification
 - k. Any and all addenda to any of the above documents
5. Bidders must submit with their Bids cash, a cashier’s check or a certified check payable to District, or a bid bond by an admitted surety insurer, of not less than ten

percent (10%) of amount of base Bid. If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District (Document 00150 Bid Bond). The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary and compliant bid security will be deemed non-responsive and will not be considered.

a. Presumption of Surety Qualifications

Each bidder is required to furnish, and file with the District, a Certificate-In-Fact, to be submitted in notarized form stating the bidder has the assurance that his Surety is qualified to do business in the State of California and also meets the requirements of the Code of Civil Procedure 995.660. This document is titled "Surety Information" and is provided with the Contract Documents.

6. If Bidder to whom Contract is awarded fails or neglects to enter into Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and the proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. By submitting a bid, Bidder agrees that calculation of the damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine, and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
7. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.

NOTE: ATTENDANCE AT THIS PRE-BID CONFERENCE AND SITE VISIT BY A REPRESENTATIVE OF THE INTERESTED BIDDER'S FIRM IS A MANDATORY REQUIREMENT FOR SUBMITTING A BID ON THIS PROJECT.

8. Because a mandatory pre-bid conference and site visit ("Mandatory Pre-Bid Conference and Site Visit") is required as referenced in the Notice to Bidders, Bidders must submit the Site-Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by PMSM as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.

9. Bidders shall submit the Noncollusion Declaration with their Bids. Bids submitted without the Noncollusion Declaration may be deemed non-responsive and may not be considered.
10. Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
11. Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall either: 1) submit a bid on a filled out Bid Form and Proposal in the form as provided by the District, or, 2) may submit a bid that is on a retyped, word-processed version of the Bid Form and Proposal so long as the retyped or word-processed Bid Form and Proposal (and other documents) do not materially deviate from the content of the District's forms and clearly set forth all required information in a format that is substantially identical to the format of the District Bid Form and Proposal. Bids submitted on a retyped or word-processed version of the Bid Form and Proposal that materially deviate from the content of the District's forms may be deemed non-responsive and may not be considered.
12. The Bidder and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available upon request from the California Department of Industrial Relations. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.
13. Submission of a Bid by Bidder signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
 - a. Bidder has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
 - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the

subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;

- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible financial interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work “incidental” to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Contractor may only rely on, the accuracy of limited types of information.
 - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid,

Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.

- (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Bidder drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

h. Conditions Shown in Reports and Drawings Supplied only for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:

- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
- (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents.
- (3) These reports and drawings are **not** Contract Documents and, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

14. Bidders may examine any available “as-built” drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of “as- built” drawings. The document entitled Existing Conditions applies to all supplied “as- built” drawings.

15. All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District by emailing the completed District issued Request for Information Form included in the Bid Documents to all of the following: mlannon@smbdsd.net, fcortez@pmsm-architects.com, and sroy@smbdsd.net. Questions that are not submitted on the District issued Request for Information Form will not be considered or responded to. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda emailed, to all parties recorded by the District as having received the Contract Documents. Questions received less than

SEVEN (7) calendar days prior to the date for opening Bids may not be answered. Only answers to Bidders' questions delivered by the District by means of formal written Addenda from the District and/or PMSM will be valid and binding. Oral and other interpretations or clarifications will be without legal effect.

16. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
17. Each Bidder shall acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from PMSM.
18. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Bidder's damages and/or claims related, in any way, to that Bidder basing its bid on any requested substitution that the District has not approved. Contractor and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
 - a. District must receive any request for substitution a minimum of **TEN (10)** calendar days prior to bid opening.
 - b. Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of the substitutions.
 - c. Approved substitutions shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
19. All Bids must be sealed in an envelope, and marked on the outside of the envelope containing the bid, with the name and address of the Bidder, the Project name, Bid number, date and time of bid opening. Failure to include sufficient information to identify the Bidder, by including the Bidder's name or address, may result in the rejection of the Bid. Each Bid must receive an electronic time stamp provided by the District indicating the time the Bid was received by the District. The time stamp will

be placed on the Bid by a District employee when the Bid is received at the front lobby of the District and in compliance with the requirements set forth below. Bids will be received as indicated in the Notice to Bidders.

Sealed Bids will be received until 1:59:59 p.m., October 13, 2015, at the front desk of the lobby of the District Office, located at the Souza Center, 708 South Miller Street, Santa Maria, California, 93454. Any bid that is submitted after 1:59:59 p.m. as determined by the official bid clock in the lobby of the District Office, and as indicated by the electronic time stamp placed on the Bid by a District employee when the Bid is received, shall be non-responsive and returned to the bidder. Bids received via Federal Express, United Parcel Service (UPS), or United States Postal Service delivery must be ***received*** by the District no later than 1:59:59 p.m., October 13, 2015 as determined by the District's official bid clock located in the lobby of the District Office and as indicated by the electronic time stamp placed on the Bid by a District employee when the Bid is received. Any bid received via Federal Express, United Parcel Service (UPS), or United States Postal Service delivery after 1:59:59 p.m., shall be non-responsive and returned to the bidder. Failure to timely deliver a bid that is attributable to the carrier shall not constitute an excuse for untimely delivery. Bids transmitted via Federal Express, United Parcel Service (UPS), or United States Postal Service delivery must be placed in a separately sealed envelope inside of the Federal Express, United Parcel Service (UPS), or United States Postal Service package. Failure to include all required documents may render the bid non-responsive. Those bids timely received shall be publicly opened and read aloud at 2:05 p.m. on October 13, 2015 at the District Office. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

20. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
21. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
22. Prior to the execution of the Agreement, the successful Bidder shall be required to attend a post-bid interview and contract award meeting with the District.
23. Time for Completion: District may issue a Notice to Proceed within **10 calendar days** from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
 - a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this **TEN (10) calendar day** period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing

the Notice to Proceed.

- b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a **TEN (10) calendar day** period.
24. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7TH)** calendar day following the date of the Notice of Award. Failure to properly and timely submit the following documents entitles District to reject the bid as non-responsive.
- a. Agreement: Must be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
 - b. Escrow Bid Documentation: This must include all required documentation. See the document "Escrow Bid Documentation" for more information.
 - c. Escrow Agreement for security deposits in lieu of retention.
 - d. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - e. Payment Bond (100%) (Contractor's Labor & Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - f. Insurance Certificates and Endorsements as required
 - g. Workers' Compensation Certification
 - h. Prevailing Wage and Related Labor Requirements Certification
 - i. Drug-Free Workplace Certification.
 - j. Tobacco-Free Environment Certification.
 - k. Hazardous Materials Certification.
 - l. Lead-Based Paint Certification.
 - m. Imported Materials Certification.
 - n. Criminal Background Investigation/Fingerprinting Certification.
 - o. Non-Discriminatory Employment Practices Certification

- p. Any and all addenda to any of the above documents.
25. Any Bid Appeal by any Bidder regarding any other bid must be submitted in writing to the District, before 4:00 p.m. of the FOURTH (4TH) calendar day following the date of the notification of the intent to award. Bid Appeals shall be submitted via email to mbeecher@smbds.net and shall meet all of the requirements listed below.
- a. Once District staff has evaluated the bid proposals received and has determined the lowest responsive and responsible Bidder for award, a notification of the intent to award will be issued and sent to all bidders.
 - b. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the Bid Appeal is upheld, is eligible to submit a Bid Appeal. Subcontractors are not eligible to submit Bid Appeal. A Bidder may not rely on the Bid Appeal submitted by another Bidder.
 - c. A Bidder may appeal the District staff determination if the Bidder believes that the recommendation of intent to award is inconsistent with Board policy, the Bid's specifications, or was not in compliance. All Bid Appeal requests must be filed in writing with the Superintendent or designee within four (4) calendar days after the date of the notification of the intent to award.
 - d. The Bidder shall submit a complete statement, including all documents, of any and all bases supporting or justifying the Bid Appeal request. The Bid Appeal must refer to the specific portions of all documents that form the basis for the Bid Appeal. A Bidder's failure to file the Bid Appeal documents prior to the Bid Appeal deadline shall constitute a waiver of the Bidder's right to file a Bid Appeal of the award of the contract.
 - e. The Superintendent or designee shall review the documents submitted with the bidder's claim and render a decision in writing. The Superintendent or designee may convene a meeting with the Bidder to attempt to resolve the Bid Appeal. Bidder shall attend the meeting when requested and may not delay the meeting.
 - f. The Bidder may appeal in person the Superintendent or designee's decision to the Board. The Superintendent or designee will provide twenty-four (24) hour notice via email to the Bidder of the time for Board consideration of the Bid Appeal. The Board's decision shall be final.
 - g. The Bid Appeal must include the name, address, email address, and telephone number of the protesting party or the person representing the protesting party.
 - h. The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of a Bid Appeal. Failure to comply with these procedures shall constitute a waiver of any right to further

pursue the Bid Appeal, including filing a Government Code Claim or instituting legal proceedings.

26. **Evidence of Responsibility**

Upon the request of the District, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's construction experience, and their organizational capacity available for the performance of the Contract.

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. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to evaluate the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to the District's satisfaction within the prescribed time; and 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.

Information regarding the bidder's previous experience on similar school projects, experience on Public Work projects overall, a summary of performance history and references is required to be submitted with the Bid. Please provide the contact / source information on the "References" form included within the Bid Documents.

27. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
28. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.
29. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

END OF DOCUMENT

DOCUMENT 00115

BIDDER INFORMATION

NOT APPLICABLE

END OF DOCUMENT

BID FORM AND PROPOSAL (Submit with Bid)

To: The Governing Board of the Santa Maria-Bonita School District (“District” or “Owner”)

From: _____ (Proper Name of Bidder)

The undersigned Bidder declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No 5068, for the

ALVIN SCHOOL HOOD & FIRE ALARM PROJECT,

(“Project” or “Contract”), and Bidder agrees that it will accept in full payment for that Work the following total lump sum amount, all taxes included:

BID AMOUNT (NUMERIC) \$ _____

TOTAL BID PRICE IN WORDS: _____

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) as described in the Contract Documents, and understands that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
2. The Contract will be awarded to the Bidder determined by the District as the lowest responsible Bidder.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Architect before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time

specified in the Contract Documents.

5. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged. Bidder specifically acknowledges that liquidated damages in this project are Five Hundred Dollars (\$500.) per calendar day.
6. The undersigned acknowledges that ten percent (5%) retention is required for this Project and agrees thereto.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - a. Bid Form and Proposal
 - b. Bid Bond
 - c. Designated Subcontractors List
 - d. Mandatory Pre-Bid Conference and Site-Visit Certification
 - e. Noncollusion Affidavit
 - f. Guarantee Form
 - g. Surety Information
 - h. References
 - i. Bidder's Imported Materials Certification
 - j. Disabled Veteran Business Enterprise Participation Certification
 - k. Any and all addenda to any of the above documents

9. Receipt and acceptance of the following revisions are hereby acknowledged:

10. Receipt and acceptance of the following addenda is hereby acknowledged:

No. ____, Dated _____	No. ____, Dated _____
No. ____, Dated _____	No. ____, Dated _____
No. ____, Dated _____	No. ____, Dated _____
No. ____, Dated _____	No. ____, Dated _____

11. Bidder acknowledges that the license required for performance of the Work is a B license, and that Bidder possesses a valid and current B license.
12. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
13. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
14. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
15. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
16. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Bidder confirms that the required bid security in the amount of at least ten percent (10%) of the total bid will be submitted with Bidder's proposal.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ [month], 2013

Name of Bidder _____

Type of Organization _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____ Fax Number _____

Bidder e-mail for notifications _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT

BID BOND (Submit with Bid)

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as _____ as Principal (“Principal”),

and _____ as Surety (“Surety”), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the SANTA MARIA-BONITA SCHOOL DISTRICT (“District”) of Santa Barbara County, State of California as Obligee, in the sum of

_____ Dollars (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) calendar days of the date of the District's Notice of Award to Principal.

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 the 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 Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) calendar days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) calendar days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 2014.

(Affix Corporate Seal)

Principal

By

(Affix Corporate Seal)

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST (Submit with Bid)

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: BID NO. 5068 ALVIN HOOD AND FIRE ALARM PROJECT

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., Bidder must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid and the kind of Work that each will perform. Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list a subcontractor as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder agrees Bidder is qualified to perform and must perform that portion itself or be subjected to penalty under applicable law.

Notwithstanding all other requirements in the Contract Documents, Bidder acknowledges and agrees to comply with and is subject to all applicable provisions of Public Contract Code section 4100, et seq., and all other applicable laws regarding subletting and subcontracting.

In case more than one subcontractor is named for the same kind of Work, state the portion of Work that each subcontractor will perform.

Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SECTION 00305

PRELIMINARY MILESTONE SCHEDULE

PART 1 - GENERAL

1.01 PRELIMINARY MILESTONE SCHEDULE

- A. The Preliminary Milestone Schedule indicates planned start and completion dates for significant activities during the construction period. Completion of an activity is considered to be attained when the work of subsequent activities can proceed in accordance with the Approved Contractors Construction Schedule, as that term is defined under Section 10 and 15.5 of the General Conditions.
- B. Contractor will be required to prepare construction schedules for its work in accordance with Section 10 and 15.5 of the General Conditions. The activities that are shown below assume 100% manpower levels. Mobilization, planning, coordinating, layout, gradual man loading, etc., all must occur prior to the activities shown.

1.02 PRELIMINARY START DATE AND DURATION

- A. This work is scheduled to start and complete on the dates indicated herein on Milestone Schedule MS-1.
- B. Section 00110 provides for the holding of bids for a period of time, which could affect the actual start and completion dates to the extent that an award of contract is delayed. Contractor agrees that the timing of the issuance of the Notice to Proceed and commencement date shall not be cause for the recovery of damages or costs. The scheduled dates are predicated on desired start dates and District receipt of all approvals necessary to award the Contract(s) immediately.

1.03 LIQUIDATED DAMAGES

- A. Time is of the essence in the performance of Contractor's work. In the event of failure on the part of a contractor to complete each portion/construction activity/deliverable of its work within the time specified in Milestone Schedule MS-1 including the Approved Contractors Construction Schedule and in complete accordance with the Contract Documents, 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 the District as fixed and liquidated damages, and not as a penalty, for each calendar day past the date by which Contractor is required to start or complete each portion/ construction activity/deliverable of its work in complete accordance with the Contract Documents.

- B. The amount of liquidated damages may vary for deliverables, different milestones, different phases of multiple phase construction, different buildings, different activities, different sites of a single project with multiple sites, where indicated in the Milestone Schedule MS-1.
- C. Liquidated Damages shall be assessed based upon the milestones, construction activities, deliverables and completion date(s) for each of the project, phases, buildings and/or sites specified under Milestone Schedule MS-1 and the Approved Contractors Construction Schedule.
- D. The respective start and end dates for each phase of construction, building, site, construction activity, or deliverable and any associated liquidated damages, will remain independent and may be assessed concurrently. The liquidated damages noted on the Milestone Schedule MS-1 will be added together in the case of late start or late completion of more than one activity, phase, building, or site, where applicable (see Paragraph (B), above).

PART 2 - PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

**MILESTONE SCHEDULE MS-1 FOR:
ALVIN SCHOOL KITCHEN HOOD & FIRE ALARM PROJECT**

Milestones/Activities	Dates	Liquidated Damages
Bid Opening	October 13, 2015	None
Post-Bid Interview	October 14, 2015	
Submittal of safety plan, proposed construction schedule, and schedule of values	Within 10 calendar days of the Notice to Proceed	None
Post-Award Meeting (Optional)	NA	
Submittal of executed agreement	Within 5 calendar days of Receipt from District.	None
Issuance of Notice to Proceed	Within 5 calendar days of District receipt of executed agreement from Contractor	None
Pre-Construction Meeting	TBD	None
Submittal of Drawings for Fire Suppression System	NA	None
Submission of Submittals	Within 10 calendar Days of Notice to Proceed	None
On-site Construction Commences	December 19, 2015	None
Submit Quality Control Plan	Within 10 Calendar Days of Notice to Proceed	None
Complete Construction	January 18, 2015 (31 calendar days)	\$500/per calendar day
Final Testing and System and Punch Completion	Within 30 calendar days of Completion of Construction	\$500/per calendar day

MANDATORY PRE-BID CONFERENCE AND SITE-VISIT CERTIFICATION (Submit with Bid)

THIS FORM MUST BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID

PROJECT: ALVIN SCHOOL HOOD & FIRE ALARM PROJECT Bid #5068

Check option that applies:

_____ I certify that I attended the Mandatory Pre-Bid Conference, and that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) attended the Mandatory Pre-Bid Conference and that he/she visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Santa Maria-Bonita School District, its Architect, its Engineer, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions, that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**NON-COLLUSION DECLARATION (*Submit with Bid*)
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
Public Contract Code Section 7106**

The undersigned declares:

I am the _____ of _____, 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].

Proper Name of Bidder _____

Signature _____

Print Name _____

Title _____

END OF DOCUMENT

GUARANTEE FORM (Submit with Bid)

Bidders shall execute this guarantee and submit it with their bid.

_____ ("Contractor") hereby agrees that the project consisting of the general scope of work as described in the Contract Documents and Bid documents and as described in the PMSM Drawings and Specifications dated March 3, 2015 and General Conditions, and related documents, and work consisting of replacing the kitchen hood, upgrading the campus-wide fire alarm and intercom system and related work ("the Work" of Contractor) which Contractor has performed for the SANTA MARIA BONITA SCHOOL DISTRICT ("District") for the following project:

PROJECT: ALVIN SCHOOL HOOD & FIRE ALARM PROJECT Bid # 5068

("Project" or "Contract") has been performed in accordance with the requirements of the Contract Documents and that the Work as completed will fulfill the requirements of the Contract Documents. The undersigned guarantees the production, construction and installation of the following work included in this project in accordance with the project documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within a period of one (1) year from the date of completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted. The date of completion shall be 31 calendar days from the date of the Notice to Proceed.

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the Contract Documents, due to any of the above causes, all within twelve (12) months after date on which this contract is accepted by the District, hereinafter called District, the undersigned agrees to reimburse the District, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project. Said reimbursement shall include the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or upon demand by the District, to replace any such materials and to repair said work completely without cost to the District so that said work will function successfully as originally contemplated. The District shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the District elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the District. If the undersigned shall fail or refuse to comply with his obligations under this guarantee, the District shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred due to the said failure or refusal.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) business days after being notified in writing by the District, the undersigned authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date:

Proper Name of Contractor:

Signature:

Print:

Name:

Title:

Representatives to be contacted for service subject to terms of Contract:

NAME:

ADDRESS:

PHONE NO.:

END OF DOCUMENT

DOCUMENT 00332 (Submit with Bid)
SURETY INFORMATION

Provide a statement listing names of all surety companies, not agencies, utilized by prospective bidder in the last five (5) years. State whether the surety has been required or requested to complete any part of bidder's work during the last five (5) years.

Surety Company Name & Contact Person	Address, Telephone, Fax No.	LARGEST BOND	YEARS USED

Please explain on a separate page, with dates of occurrences, any positive answer to the following questions.

Has your company, any owner, or affiliated company ever:

1. Been unable to obtain a bond or been denied a bond for a contract? No Yes
2. Defaulted on a contract forcing a Surety to suffer a loss? No Yes
3. Failed to complete a contract? No Yes
4. Failed to complete a District contract within the authorized contract time? No Yes
5. Ever declared bankruptcy? No Yes
6. Been in receivership? No Yes
7. Had any arbitration on a contract? No Yes
8. Are there any outstanding liens/stop notices for labor and/or material filed against your company on any contracts which have been completed or are being completed by your company? No Yes

9. How many projects is your company currently bonded for? _____

10. What size projects do you believe your company can undertake? Single Job: \$ _____

DOCUMENT 00332 (Submit with Bid)
SURETY INFORMATION

**AFFIDAVIT OF AN INDIVIDUAL
FOR A SOLE PROPRIETORSHIP**

I, an individual, _____

Doing business as _____

This _____ Day of _____ Year _____

City of _____ County of _____

State of _____

Signature of Applicant _____

PARTNERSHIP AFFIDAVIT

I, a partner of _____
(NAME OF FIRM)

This _____ Day of _____ Year _____

City of _____ County of _____

State of _____

Signature of Applicant _____

CORPORATION AFFIDAVIT

I, the _____
(TITLE OF CORPORATION OFFICER)

of _____
(USE FULL CORPORATE NAME)

This _____ Day of _____ Year _____

City of _____ County of _____

State of _____

Signature of Applicant _____

END OF DOCUMENT

DOCUMENT 00333 (Submit with Bid)
REFERENCES

Bidder Name: _____

Bid No.: 5068

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work:

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work:

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work:

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work:

Owner:	
Contact:	
Phone number:	
Value of Contract:	Description of Work:

END OF DOCUMENT

REQUEST FOR INFORMATION

 <p>Bid No: 5068 ALVIN SCHOOL HOOD & FIRE ALARM PROJECT</p>	<p>(FOR SMBSD USE ONLY)</p> <p>Question No: _____</p> <p>Date: _____</p>
<p>From: _____</p> <p>Company: _____</p> <p>Contact Person: _____</p>	<p>Date: _____</p> <p>Phone No: _____</p> <p>Email: _____</p>
<p>Question: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>Answer: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	
<p>RESPONSE</p> <p>BY: _____ DATE: _____</p> <p>INCLUDED IN ADDENDUM _____ DATE: _____</p>	

One question per page, Duplicate this form as necessary

Email the completed form to all of the following: mlannon@smbds.net, fcortez@pmsm-architects.com and sroy@smbds.net. Questions received less than **Seven (7)** calendar days prior to the date for opening Bids may not be answered.

Only questions answered by formal written Addenda will be binding.

BIDDER'S IMPORTED MATERIALS CERTIFICATION (Submit with Bid)

PROJECT/CONTRACT NO.: ALVIN SCHOOL HOOD & FIRE ALARM PROJECT Bid No. 5068 between SANTA MARIA-BONITA SCHOOL DISTRICT ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of: Delivery Firm/Transporter Supplier Manufacturer
 Wholesaler Broker Retailer
 Distributor Other _____

Type of Entity Corporation General Partnership
 Limited Partnership Limited Liability Company
 Sole Proprietorship Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Bidder that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the following:

Firm: _____

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00510
NOTICE OF AWARD

Dated: _____, 2015

To: _____ (Contractor)

To: _____ (Address)

From: Governing Board (“Board”) of the SANTA MARIA-BONITA SCHOOL DISTRICT

(“District” or “Owner”)

PROJECT: ALVIN SCHOOL HOOD & FIRE ALARM PROJECT

(“Project” or “Contract”).

Contractor has been awarded the above-referenced Contract on _____, 2015, by action of the District's Board.

The Contract Price is _____ Dollars (\$_____).

Three (3) copies of each of the Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available. Additional copies are available at Contractor’s expense for the cost of reproduction.

The Bidder to whom Contract is awarded must attend a post-bid interview and contract award meeting with the District.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

- a. Agreement: Must be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
- b. Escrow Bid Documentation: This must include all required documentation. See the document “Escrow Bid Documentation” for more information.
- c. Escrow Agreement for security deposits in lieu of retention.
- d. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

- e. Payment Bond (100%) (Contractor's Labor & Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
- f. Insurance Certificates and Endorsements as required
- g. Workers' Compensation Certification
- h. Prevailing Wage and Related Labor Requirements Certification
- i. Drug-Free Workplace Certification.
- j. Tobacco-Free Environment Certification.
- k. Hazardous Materials Certification.
- l. Lead-Based Paint Certification.
- m. Imported Materials Certification.
- n. Criminal Background Investigation/Fingerprinting Certification.
- o. Non-Discriminatory Employment Practices Certification
- p. Any and all addenda to any of the above documents.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with these conditions, District will return to you one fully signed counterpart of the Agreement.

SANTA MARIA-BONITA SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT



Santa Maria-Bonita School District

SOUZA STUDENT SUPPORT CENTER
708 South Miller Street
Santa Maria, CA 93454-6230

ABC Constructors, INC.
PO Box XXXX
Santa Maria, CA 93454

RE: BID NO. 5068 ALVIN SCHOOL HOOD & FIRE ALARM PROJECT

Mr. Smith,

This letter serves as your official **Notice-To-Proceed** on the above referenced project.

All Documents required in the Notice of Award have been received and accepted by the District.

They are:

- Agreement between Contractor and Santa Maria-Bonita School District
- Payment Bond (\$xxxx)
- Performance Bond (\$xxxxx)
- General Liability, Property Damage, Automobile, Workers Compensation Certificates and Endorsements

The Start Date: To commence upon delivery of materials to the work site.

The Completion Date for this project is: xxxxx working days the start date of work.

Please don't hesitate to contact us with any questions or comments. We look forward to working with you on this project.

Sincerely,

Matt Beecher
Assistant Superintendent for Business Services

BOARD OF EDUCATION

Fidenzio "Bruno" Brunello * Linda Cordero * John Hollinshead * Jody Oliver * Ricky Lara

AGREEMENT

THIS AGREEMENT (“Agreement”) IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 2015, by and between the SANTA MARIA-BONITA SCHOOL DISTRICT (“District”) and _____ (“Contractor”)

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: Bid No. 5068 ALVIN SCHOOL HOOD & FIIRE ALARM PROJECT

(“Project” or “Contract” or “Work”)

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, change orders, beginning with the most recent, shall control over this Agreement (if any), which shall control over addenda, which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over Architect/Engineer Field Directives, which shall control over Instructions to Bidders, which shall control over Notice to Bidders, which shall control over the General Conditions, which shall control over the Specifications, which shall control over large-scale drawings, which shall control over small-scale drawings, which shall control over the Division 1 Documents, which shall control over Division 2 through Division 16 documents, which shall control over figured dimensions. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

a. At any point in the Contract Documents where the language of a Contract Document is contrary to a statutory requirement, the language of the statute shall control.

4. **Time for Completion:** It is hereby understood and agreed that the work under this contract shall be completed within 31 consecutive calendar days (“Contract Time”) from the date specified in the District's Notice to Proceed.
5. **Completion-Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Five Hundred **Dollars (\$500.00) per calendar day** as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its authorized representatives shall not in any way or manner be answerable for, or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

8. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance,

and payment and performance bonds as evidence thereof.

9. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Agreement, the District may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds a valid Type B license issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in accordance with the license classification called for in the Contract Documents.
13. **Payment of Prevailing Wages:** The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. If Project is funded in whole or in part with federal funds, the Contractor and all Subcontractors under the Contractor shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
14. **Labor Compliance:** If the District has adopted a labor compliance program which is applicable to the Project or if the Project is subject to State labor compliance monitored and enforced by the Compliance Monitoring Unit of the Department of Industrial Relations, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's labor compliance program or State labor compliance, if applicable, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall

ESCROW BID DOCUMENTATION

1. Requirement to Escrow Bid Documentation

- a. Contractor shall submit, within **SEVEN (7)** calendar days after the date of the Notice of Award, one copy of all documentary information received or generated by Contractor in preparation of bid prices for this Contract, as specified herein. This material is referred to herein as “Escrow Bid Documentation.” The Escrow Bid Documentation of the Contractor will be held in escrow for the duration of the Contract.
- b. Contractor agrees, as a condition of award of the Contract, that the Escrow Bid Documentation constitutes all written information used in the preparation of its bid, and that no other written bid preparation information shall be considered in resolving disputes or claims. Contractor also agrees that nothing in the Escrow Bid Documentation shall change or modify the terms or conditions of the Contract Documents.
- c. The Escrow Bid Documentation will not be opened by District except as indicated herein. The Escrow Bid Documentation will be used only for the resolution of change orders and claims disputes.
- d. Contractor's submission of the Escrow Bid Documentation, as with the bonds and insurance documents required, is considered an essential part of the Contract award. Should the Contractor fail to make the submission within the allowed time specified above, District may deem the Contractor to have failed to enter into the Contract, and the Contractor shall forfeit the amount of its bid security, accompanying the Contractor's bid, and District may award the Contract to the next lowest responsive responsible bidder.
- e. NO PAYMENTS WILL BE MADE, NOR WILL DISTRICT ACCEPT PROPOSED CHANGE ORDERS, UNTIL THE ABOVE REQUIRED INFORMATION IS SUBMITTED AND APPROVED.
- f. The Escrow Bid Documentation shall be submitted in person by an authorized representative of the Contractor to the District.

2. Ownership of Escrow Bid Documentation

- a. The Escrow Bid Documentation is, and shall always remain, the property of Contractor, subject to review by District, as provided herein.

- b. Escrow Bid Documentation constitutes trade secrets, not known outside Contractor's business, known only to a limited extent and only by a limited number of employees of Contractor, safeguarded while in Contractor's possession, extremely valuable to Contractor, and could be extremely valuable to Contractor's competitors by virtue of it reflecting Contractor's contemplated techniques of construction. Subject to the provisions herein, District agrees to safeguard the Escrow Bid Documentation, and all information contained therein, against disclosure to the fullest extent permitted by law.

3. Format and Contents of Escrow Bid Documentation

- a. Contractor may submit Escrow Bid Documentation in its usual cost-estimating format; a standard format is not required. The Escrow Bid Documentation shall be submitted in the language (e.g., English) of the specification.
- b. Escrow Bid Documentation must clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule, separating bid items into sub-items as required to present a detailed cost estimate and to allow a detailed cost review. The Escrow Bid Documentation shall include all subcontractor bids or quotes, supplier bids or quotes, quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal. Estimated costs should be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of indirect costs, contingencies, markup, and other items to each bid item shall be identified.
- c. All costs shall be identified. For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.
- d. Bid Documentation provided by District should not be included in the Escrow Bid Documentation unless needed to comply with the following requirements.

4. Submittal of Escrow Bid Documentation

- a. The Escrow Bid Documentation shall be submitted by the Contractor in a sealed container within **SEVEN (7)** calendar days after the date of the Notice of Award. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow Bid Documentation –

Intended to be opened only in the presence of Authorized Representatives of Both District and Contractor”.

- b. By submitting Escrow Bid Documentation, Contractor represents that the material in the Escrow Bid Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.
- c. If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the total contract price proposed by Contractor, shall provide separate Escrow Bid Documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.
- d. If Contractor wishes to subcontract any portion of the Work after award, District retains the right to require Contractor to submit Escrow Bid Documents for the Subcontractor before the subcontract is approved.

5. Storage, Examination and Final Disposition of Escrow Bid Documentation

- a. The Escrow Bid Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by Contractor for the duration of the project until final Contract payment. The storage facilities shall be the appropriate size needed for all the Escrow Bid Documentation and located conveniently to both District's and Contractor's offices.
- b. The Escrow Bid Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order, if such an order is sought by Contractor and ordered by a court of competent jurisdiction. The cost of obtaining such a court order shall be at Contractor's sole expense. Examination of the Escrow Bid Documentation is subject to the following conditions:
 - (1) As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.
 - (2) District and Contractor shall each designate, in writing to the other party **SEVEN (7)** calendar days prior to any examination, the names of representatives who are authorized to examine the Escrow Bid Documentation. No other person shall have access to the

Escrow Bid Documentation.

- (3) Access to the documents may take place only in the presence of duly designated representatives of the District and Contractor. If Contractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' written notice, then the District representative may examine the Escrow Bid Documents **WITHOUT THE PRESENCE OF A Contractor** representative upon an additional **THREE (3)** calendar days' written notice if a representative of the Contractor does not appear at the time set.
 - (4) If a subcontractor has submitted sealed information to be included in the Escrow Bid Documents, access to those documents may take place only in the presence of a duly designated representative of the District, Contractor, and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days written notice, then the District representative and/or the Contractor may examine the Escrow Bid Documentation without that subcontractor present upon an additional **THREE (3)** calendar days written notice if a representative of that subcontractor does not appear at the time set.
 - (5) All references to written notice in the Contract Documents means notice shall be given at minimum via email to the District by emailing mbeecher@smbd.net and mlannon@smbd.net, unless a particular provision of the Contract Documents specifically allows for oral notice, or specifically requires written notice in a particular manner or method (e.g. via certified mail).
- c. The Escrow Bid Documentation will be returned to Contractor at such time as the Contract has been completed and final settlement has been achieved.

END OF DOCUMENT

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION
Public Contact Code Section 22300

(Note: Contractor must use this form.)

This Escrow Agreement ("Escrow Agreement") is made and entered into this _____ day of _____, 2015, by and between the SANTA MARIA-BONITA SCHOOL DISTRICT ("District"), whose address is 708 South Miller Street, Santa Maria, California, 93454, and _____ ("Contractor"), whose address is _____, and _____ ("Escrow Agent"), a state or federally chartered bank in the State of California, whose address is _____.

For the consideration hereinafter set forth, District, Contractor, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the following two (2) options:
 - A. Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No. 5059 entered into between District and Contractor for the Bruce Kitchen Remodel Project, in the amount of _____ Dollars (\$ _____) dated, ___, 2015, (the "Contract");
 - OR**
 - B. On written request of Contractor, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between District and Contractor.

Securities shall be held in name of the Santa Maria-Bonita School District, and shall designate Contractor as the beneficial owner.

2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.
3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of District. The District will charge Contractor the fees incurred and any other expenses as determined by the District for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to the withdrawal of the amount sought to be withdrawn by Contractor. Any withdrawal authorization must be signed by the Superintendent of the District.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Contractor. Upon seven (7) calendar days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

On behalf of District:

Superintendent
Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of District:

Assistant Superintendent for Business Services
Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time of Escrow Account is opened, District and Contractor shall deliver to Escrow Agent a fully executed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of District:

Superintendent
Title

Name

Signature

Address

On behalf of District:

Assistant Superintendent for Business Services
Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the SANTA MARIA-BONITA SCHOOL DISTRICT, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Bid No. 5068 ALVIN SCHOOL HOOD & FIRE ALARM PROJECT
("Project" or "Contract") which Contract is dated _____, 2015, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

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

NOW, THEREFORE, the Principal and _____
("Surety") are held and firmly bound unto the Board of the District in the penal sum of

_____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project, and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full,

complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein or in any portion of the Contract Documents shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15. Further, nothing entered into or agreed to after the date of this instrument shall limit the District's rights or the Contractor's or Surety's obligations under this instrument.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 2015.

(Affix Corporate Seal)

Principal

By

(Affix Corporate Seal)

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND
Contractor's Labor & Material Bond (100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Governing Board ("Board") of the SANTA MARIA-BONITA SCHOOL DISTRICT, (or "District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Bid No. 5068 ALVIN SCHOOL HOOD & FIRE ALARM PROJECT

("Project" or "Contract") which Contract dated _____, 2015, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the Board by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay

reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

(Affix Corporate Seal)

Principal

By

(Affix Corporate Seal)

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

DOCUMENT 00630
GEOTECHNICAL DATA

1. Summary

This document relates to an existing Geotechnical report, listed below, that was previously obtained by the District pertaining to conditions at or near the Project. The District will make the Geotechnical report listed below available for the Bidder's/Contractor's review. However, the Geotechnical report made available for inspection is **not** part of the Contract Documents, and as set forth below, Bidder/Contractor generally may not rely on said Geotechnical report, except to the limited extent permitted herein and in the General Conditions. (See General Conditions for definition(s) of terms used herein.)

2. Geotechnical Reports

- a. A geotechnical report has been prepared for and around the Site by consultants retained by the Santa Maria-Bonita School District ("District").
- b. The Geotechnical report may be inspected at the PMSM offices, and copies may be obtained at the cost of reproduction and handling, upon Bidder's agreement to pay for such copies. Any amounts paid by Bidder for said report are non-refundable.
- c. The Geotechnical report that may relate to the Project is the following:

NA

The above-listed report, and any other geotechnical data obtained by Bidder/Contractor from the District, are **not** part of the Contract Documents.

3. Use of Data

- a. The above-listed Geotechnical report was obtained only for use by the District and its consultants for planning and design, and is **not** a part of the Contract Documents.
- b. Except as expressly set forth herein, District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Bidder represents and agrees that in submitting a Bid it is not relying on any geotechnical data supplied by District, except as specifically allowed below.
- c. Under no circumstances shall District be deemed to make a warranty or representation of existing above ground conditions, as-built conditions, or other

actual conditions that are verifiable by independent investigation. These conditions are verifiable by Contractor by the performance of its own independent investigation that Contractor should perform as a condition to bidding, and Contractor must not and shall not rely on information supplied by District.

4. Limited Reliance Permitted on Certain Information

a. Reference is made herein for identification of:

Reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by District in preparation of the Contract Documents.

Drawings of physical conditions in or relating to existing subsurface structures (except underground facilities) that are at or contiguous to the Site and have been utilized by District in preparation of the Contract Documents.

b. Bidder may rely upon the general accuracy of the “technical data” contained in the reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required pursuant to Instructions to Bidders and the Contract Documents and discrepancies are not apparent. The term “technical data” in the referenced reports and drawings shall be limited as follows:

- (1) The term “technical data” shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment or structures that were encountered during subsurface exploration. The term “technical data” does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.
- (2) The term “technical data” shall not include the location of underground facilities.
- (3) Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the “technical data” contained in such reports or drawings.
- (4) Bidder is solely responsible for any interpretation or conclusion drawn from any “technical data” or any other data, interpretations, opinions, or information provided in the identified reports and drawings.

5. Investigations/Site Examinations

a. Before submitting a Bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests,

studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site, or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto, or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.

- b. In order to receive access to the Site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid, Bidder must provide forty-eight (48) business hours advance written notice to the District. The District must provide written approval to Bidder allowing access to the Site before Bidder enters the Site. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders, and only in accordance with the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior written approval.

END OF DOCUMENT

EXISTING CONDITIONS

1. Summary

This document relates to an existing report, listed below, that was previously obtained by the District that potentially pertains to existing conditions at or near the Project. The District will make the report listed below available for the Bidder's/Contractor's review. However, the report listed below is **not** part of the Contract Documents, and as set forth below, Bidder/Contractor generally may not rely on said report, except to the limited extent permitted herein and in the General Conditions. (See General Conditions for definition(s) of terms used herein.)

2. Reports and Information on Existing Conditions

- a. Documents providing a general description of the Site and conditions of the Work may have been collected by Santa Maria-Bonita School District ("District") and, its consultants or contractors. These documents may include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.
- b. Information regarding existing conditions may be inspected at the PMSM offices and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. Any amounts paid by Bidder for such copies are non-refundable. These reports, documents, and other information are **not** part of the Contract Documents.
- c. Information regarding existing conditions may also be included in the Project Manual, but shall **not** be considered part of the Contract Documents.
- d. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project may be inspected at the District, and include the following:

Limited Archive Drawings

3. Use of Information

- a. Information and reports regarding existing conditions was obtained only for use by District and its consultants for planning and design, and is **not** part of the Contract Documents.

- b. District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. Bidder represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by or obtained from the District.
- c. Under no circumstances shall District be deemed to make a warranty or representation of existing above-ground conditions, as-built conditions, or other actual conditions that are verifiable by independent investigation. These conditions are verifiable by Contractor by the performance of its own independent investigation that Contractor must perform as a condition to bidding, and Contractor should not and shall not rely on this information or any other information supplied by District regarding existing conditions.
- d. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to District by the District's employees and/or consultants. District does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information.
- e. District shall be responsible only for the general accuracy of any information regarding underground facilities, and only for those underground facilities that are owned by District, and only where Bidder has conducted the independent investigation required of it pursuant to the Instructions to Bidders, and discrepancies are not apparent.

4. Investigations/Site Examinations

- a. Before submitting a Bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- b. In order to receive access to the Site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid, Bidder must provide forty-eight (48) business hours advance written notice to the District. The District must provide written approval to Bidder allowing access to the Site before Bidder enters the site. Bidders must fill all holes and clean up and restore the Site to

its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior written approval.

END OF DOCUMENT

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GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFINITIONS

1.1. Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1. Adverse Weather: Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, (2) unanticipated, and (3) at the Project.

1.1.2. Approval, Approved, and/or Accepted: Refer to written authorization, unless stated otherwise.

1.1.3. Architect: The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the District's Architect on this Project or the Architect's authorized representative.

1.1.4. As-Built Drawings: Unless otherwise defined in the special conditions, reproducible blue line prints of drawings to be prepared on a monthly basis pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the preceding monthly submittal.

1.1.5. Bidder: A contractor who intends to provide a proposal to the District to perform the Work of this Contract.

1.1.6. Change Order: A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time, on the required District form.

1.1.7. Claim: A Dispute that remains unresolved at the conclusion of all the applicable Dispute Resolution requirements provided herein.

1.1.8. Compliance Monitoring Unit or ("CMU"): is the unit of the Division of Labor Standards Enforcement ("DLSE") of the Department of Industrial Relations ("DIR") responsible for State monitoring and enforcement of labor compliance.

1.1.9. Construction Change Directive: A written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work.

1.1.10. Construction Manager or Owner: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Construction Manager is used on the Project that is the subject of this Contract, then all references to Construction Manager or Owner herein shall be read to refer to District.

1.1.11. Construction Schedule: The progress schedule of construction of the Project as provided by Contractor and approved by District.

1.1.12. Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the District and Contractor, identified as the Contract Documents. The Contract Documents consist of the following documents:

- 1.1.12.1.** Notice to Bidders
- 1.1.12.2.** Instructions to Bidders
- 1.1.12.3.** Bid Form and Proposal
- 1.1.12.4.** Bid Bond
- 1.1.12.5.** Designated Subcontractors List
- 1.1.12.6.** Mandatory Pre-Bid Conference and Site-Visit Certification
- 1.1.12.7.** Noncollusion Affidavit
- 1.1.12.8.** Notice of Award
- 1.1.12.9.** Notice to Proceed
- 1.1.12.10.** Agreement
- 1.1.12.11.** Escrow Bid Documentation
- 1.1.12.12.** Escrow Agreement for Security Deposits in Lieu of Retention
- 1.1.12.13.** Performance Bond
- 1.1.12.14.** Payment Bond (Contractor's Labor & Material Bond)
- 1.1.12.15.** General Conditions
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- 1.1.12.17.** Unconditional Waiver and Release on Progress
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- 1.1.12.19.** Special Conditions
- 1.1.12.20.** Hazardous Materials Procedures and Requirements
- 1.1.12.21.** Agreement and Release of Any and All Claims
- 1.1.12.22.** Workers' Compensation Certification
- 1.1.12.23.** Prevailing Wage Certification
- 1.1.12.24.** Disabled Veterans Business Enterprise Participation Certification
- 1.1.12.25.** Drug-Free Workplace Certification
- 1.1.12.26.** Tobacco-Free Environment Certification
- 1.1.12.27.** Hazardous Materials Certification

- 1.1.12.28. Lead-Based Paint Certification
- 1.1.12.29. Bidder's Imported Materials Certification
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- 1.1.12.31. Criminal Background Investigation/Fingerprinting Certification
- 1.1.12.32. Non-Discriminatory Employment Practices Certification
- 1.1.12.33. Request for Information Form
- 1.1.12.34. Surety Information
- 1.1.12.35. Post-Bid Interview Form
- 1.1.12.36. References
- 1.1.12.37. Guarantee Form
- 1.1.12.38. Form of Daily Report
- 1.1.12.39. Preliminary Milestone Schedule
- 1.1.12.40. All Plans, Technical Specifications, and Drawings
- 1.1.12.41. Any and all addenda to any of the above documents
- 1.1.12.42. Any and all change orders or written modifications to the above documents, if approved in writing by the District

1.1.13. Contract Price: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.14. Contract Time: The time period stated in the Agreement for the completion of the Work.

1.1.15. Contractor: The person or persons identified in the Agreement as contracting to perform the Work to be done under this Contract, or the legal representative of such a person or persons.

1.1.16. Daily Job Report(s): Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.

1.1.17. Day(s): Unless otherwise designated, day(s) means calendar day(s).

1.1.18. Dispute: A separate demand by Contractor for a time extension; payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or Contractor is not otherwise entitled to; or an amount of payment disputed by the District.

1.1.19. District: The school district for which the Work is performed here is the Santa Maria-Bonita School District. The governing board of the District or its designees will act for the District in all matters pertaining to the Contract. The District may, at any time,

1.1.19.1. Direct the Contractor to communicate with or provide notice to the Owner or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to the District; and/or

1.1.19.2. Direct the Owner or the Architect to communicate with or direct the Contractor on matters for which the Contract Documents indicate the District will communicate with or direct the Contractor.

1.1.20. Drawings (or “Plans”): The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

1.1.21. DSA: Division of the State Architect.

1.1.22. Force Account Directive: A process that may be used when the District and the Contractor cannot agree on a price for a specific portion of work or before the Contractor prepares a price for a specific portion of work and whereby the Contractor performs the work as indicated herein on a time and materials basis.

1.1.23. Labor Compliance Program (or “LCP”): The LCP is the program and practices by which the District and/or its designee will verify that the Contractor and all Subcontractors pay prevailing wages to all workers on the Project.

1.1.24. Municipal Separate Storm Sewer System (or “MS4”): A system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

1.1.25 Notice: All references to written notice in the Contract Documents means notice shall be given at minimum via email to the District by emailing mbeecher@smbsd.net and mlannon@smbsd.net, unless a particular provision of the Contract Documents specifically allows for oral notice, or specifically requires written notice in a particular manner or method (e.g. via certified mail).

1.1.26. Premises: The real property owned by the District on which the Site is located.

1.1.27. Product(s): New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.

1.1.28. Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the

Work.

1.1.29. Project: The planned construction project as described and provided for in the Contract Documents.

1.1.30. Project Inspector (or “Inspector”): The individual(s) retained by the District in accordance with Title 24 of the California Code of Regulations to monitor and inspect the Project.

1.1.31. Project Labor Agreement (or “PLA”) (if applicable): a prehire collective bargaining agreement in accordance with Public Contract Code section 2500 et seq. that establishes terms and conditions of employment for a specific construction project or projects and/or is an agreement described in Section 158(f) of Title 29 of the United States Code.

1.1.32. Project Manager or Owner: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Project Manager is designated for Project that is the subject of this Contract, then all references to Project Manager or Owner herein shall be read to refer to District.

1.1.33. Provide: Shall include “provide complete in place,” that is, “furnish and install,” and “provide complete and functioning as intended in place” unless specifically stated otherwise.

1.1.34. Qualified SWPPP Practitioners (“QSP”): Certified personnel who attended a State Water Resources Control Board sponsored or approved training class and passed the qualifying exam.

1.1.35. Record Drawings: Unless otherwise defined in the Special Conditions, Reproducible drawings (or Plans) prepared pursuant to the requirements of the Contract Documents, that reflect all changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed upon completion of the Project.

1.1.36. Request for Information: A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems that have arisen under field conditions.

1.1.37. Request for Substitution for Specified Item: A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

1.1.38. Safety Orders: Written and/or verbal orders for construction issued by the California Division of Industrial Safety (“CalOSHA”) or by the United States Occupational Safety and Health Administration (“OSHA”).

1.1.39. Safety Plan: Contractor’s safety plan specifically adapted for the Project. Contractor's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.

1.1.40. Samples: Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

1.1.41. Shop Drawings: All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

1.1.42. Site: The Project site as shown on the Drawings.

1.1.43. Specifications: That portion of the Contract Documents, Division 1 through Division 16, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.44. State: The State of California.

1.1.45. State labor compliance: The State program that applies to projects awarded on or after January 1, 2012 and funded at least in part with State bond funds other than Proposition 84 that includes monitoring and enforcement by the CMU of the Department of Industrial Relations to verify that the Contractor and all Subcontractors pay prevailing wages to all workers on the Project, unless there is a Project Labor Agreement binding on all contractors performing work on the Project.

1.1.46. Storm Water Pollution Prevention Plan (or “SWPPP”): A document which identifies sources and activities at a particular facility that may contribute pollutants to storm water and contains specific control measures and time frames to prevent or treat such pollutants.

1.1.47. Subcontractor: A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work of the Project.

1.1.48. Submittal Schedule: The schedule of submittals as provided by Contractor and approved by District.

1.1.49. Surety: The person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.50. Work: All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project.

1.2. Laws Concerning The Contract

The Contract is subject to all provisions of the Constitution and laws of California and the United States governing, controlling, or affecting District, or the property, funds, operations, or powers of District, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

1.3. No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

1.4. No Assignment

Contractor shall not assign this Contract or any part thereof including, without limitation, any services or money to become due hereunder without the prior written consent of the District. Assignment without District's prior written consent shall be null and void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by District in accordance with this Contract. Contractor shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the District.

1.5. Notice And Service Thereof

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

1.5.1.1. If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

1.5.1.2. If notice is given by overnight delivery service, it shall be considered delivered one (1) day after the date deposited, as indicated by the delivery service.

1.5.1.3. If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after the date deposited, as indicated by the postmarked date.

1.5.1.4. If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

1.6. No Waiver

The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the District, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded the District under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.7. Substitutions For Specified Items

Except to the extent permitted by the Special Conditions contain different provisions, Contractor shall not substitute different items for any items identified in the Contract Documents without prior written approval of the District.

1.8. Materials and Work

1.8.1. Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete this Contract within the Contract Time.

1.8.2. 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.

1.8.3. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of the Work and shall be stored properly and protected as required.

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

1.8.5. Contractor shall, after award of Contract by District and after relevant submittals have been approved, 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 District, present documentary evidence showing that orders have been placed.

1.8.6. District reserves the right, but has no obligation, for any neglect in 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 Contractor or withheld from payment(s) to Contractor.

1.8.7. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and 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 the Contract shall have any right to lien any portion of the 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 subdivisions. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.

1.8.7.1. If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of the Contractor, Contractor and Contractor's Surety shall promptly, on demand by District and at Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop payment notice to be released or discharged immediately therefrom.

1.8.7.2. If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or a claim based on a stop payment notice has been so released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefore, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract.

1.8.8. Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or any rights under any law permitting such protection or any rights under any law permitting such persons to look to funds due Contractor in hands of District (e.g., stop payment notices), and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

1.8.9. Title to new materials and/or equipment for the Work of this Contract and attendant liability for its protection and safety shall remain with Contractor until incorporated in the Work of this Contract and accepted by District. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work of this Contract. Contractor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to District or its authorized representative and shall, at the District's request, promptly forward it to the District.

2. RESERVED

3. ARCHITECT

3.1. The Architect shall represent the District during the Project and will observe the progress and quality of the Work on behalf of the District. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract.

3.2. Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.

3.3. Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations (“California Building Standards Code”).

3.4. Contractor shall provide District with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

3.5. ARCHITECT—SUBMITTALS AND REQUESTS FOR INFORMATION

(a) The Architect will review and approve or take other appropriate action upon the Contractor’s submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect’s review of submittals will be conducted with reasonable promptness. The Architect’s review and return of submittals will conform within the time limits, if any, set forth in the Specifications or the submittal schedule, if one is required by other provisions of the Contract Documents.

(b) If the Contractor encounters any condition that the Contractor believes is the result of an ambiguity, conflict, error or omission in the Contract Documents (collectively “the Conditions”), Contractor shall immediately notify the Architect, in writing using the District approved RFI form, of the Conditions encountered and to request information from the Architect by sending an email to: fcortez@pmsm-architects.com, and the District by sending an email to: mlannon@smbds.net and sroy@smbds.net, necessary to address and resolve any such Conditions before proceeding with any portion of the Work affected or that may be affected by such Conditions. If the Contractor fails to immediately notify the Architect or District in writing of any Conditions encountered, and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions, the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price. In requesting information from the Architect to address and resolve any Conditions, the Contractor shall act with promptness in submitting any such written request so as to allow the Architect a reasonable period of time, which shall normally be 14 calendar days, to review, evaluate, and respond to any such request. The Contract Time shall not be subject to adjustment if Contractor fails to immediately request information from the Architect. The Architect’s responses to any such Contractor request for information shall conform with the standards and

time frames set forth in these General Conditions. Notwithstanding the above, if Architect reasonably determines that any of Contractor's request(s) for information: (i) do not reflect adequate review, competent supervision or coordination by the Contractor or any subcontractor; or (ii) do not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract Documents; or (iii) are not justified for any other reason when information is clearly shown in the contract documents, Contractor shall be liable to the District for all costs incurred by the District associated with the processing, reviewing, evaluating and responding to any such request for information, including without limitation, fees of the Architect and any other design consultant to the Architect or the District. In responding to any of Contractor's request(s) for information, the Architect shall, in the response, indicate if the Architect has made the determination pursuant to the preceding sentence and, if so, the amount of costs to be borne by the Contractor for the processing, review, evaluation and response to the request for information. Thereafter, the District is authorized to deduct such amount from any payment or payments due to Contractor.

4. CONSTRUCTION MANAGER

4.1. At the inception of this Project, a construction manager ("Construction Manager" or "CM"), has not been retained by the District. These provisions will apply if a Construction Manager is retained at a later point by the District. If a Construction Manager is used at any time thereafter on this Project, the Construction Manager will provide administration of the Contract on the District's behalf. If a Construction Manager is retained, all correspondence and/or instructions from Contractor and/or District shall thereafter be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility.

4.2. The Construction Manager, if used on this Project, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to the Contractor, any Subcontractor, their agents, employees, or other persons performing any of the Work. The Construction Manager shall have free access to any or all parts of Work at any time.

4.3. If the District does not use a Construction Manager on this Project, all references to Construction Manager or CM shall be read as District or Owner.

5. INSPECTOR, INSPECTIONS, AND TESTS

5.1. Project Inspector

5.1.1. One or more Project Inspector(s), including special Project Inspector(s), as required, will be assigned to the Work by District, in accordance with the requirements of Title 24, part 1, of the California Code of Regulations, to enforce building code requirements and monitor compliance with Plans and Specifications for the Project previously approved by the DSA. Duties of Project Inspector(s) are specifically defined in part 1 of Title 24.

5.1.2. No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Contractor shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials. Inspection of Work shall not relieve Contractor from an obligation to fulfill this Contract. Project Inspector(s) and the DSA are authorized to stop work whenever the Contractor and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be without liability to the District and shall not be counted as acceptable or excused delay for the purpose of determining liquidated damages liability. Contractor shall instruct its Subcontractors and employees accordingly.

5.1.3. If Contractor and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-site, this shall only be done if it is allowable pursuant to applicable regulations and DSA, if the Project Inspector(s) agrees to do so, and at the expense of the Contractor.

5.2. Tests and Inspections

5.2.1. Tests and Inspections shall comply with Title 24, part 1, of the California Code of Regulations, and with the provisions of the Specifications.

5.2.2. The District will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the District's representative and not by the Contractor. The Contractor shall notify the District's representative a sufficient time in advance of its readiness for required observation or inspection.

5.2.3. The Contractor shall notify the District's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents that must, by terms of the Contract Documents, be tested, in order that the District may arrange for the testing of same at the source of supply.

This notice shall be, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

5.2.4. Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

5.2.5. The District will select and pay testing laboratory costs for all tests and inspections. Costs of tests of any materials found to be not in compliance with the Contract Documents shall be paid for by the District and reimbursed by the Contractor or deducted from the Contract Price.

5.3. Costs for After Hours and/or Off Site Inspections

If the Contractor performs Work outside the Inspector's regular working hours or requests the Inspector to perform inspections off Site, costs of any inspections required outside regular working hours or off Site shall be borne by the Contractor and may be invoiced to the Contractor by the District or the District may deduct those expenses from the next Progress Payment.

6. CONTRACTOR

Contractor shall construct the Work for the Contract Price including any adjustment(s) to the Contract Price pursuant to provisions herein regarding changes to the Contract Price. Except as otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities, transportation, taxes, and services necessary for the proper execution and completion of the Work, except as indicated herein.

6.1. Status of Contractor

6.1.1. 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 and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's Subcontractors, 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 Subcontractors, agents, and its employees shall not be entitled to any rights or privileges of District employees. District shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

6.1.2. As required by law, Contractor and all Subcontractors shall be properly

licensed and regulated by the Contractor's State License Board, 9821 Business Park Drive, Sacramento, California 95827, Post Office Box 2600, Sacramento, California 95826, <http://www.cslb.ca.gov>.

6.2. Contractor's Supervision

6.2.1. During progress of the Work, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, a competent project manager and construction superintendent who are employees of the Contractor, to whom the District does not object, and at least one of whom shall be fluent in English, written and verbal.

6.2.2. The project manager and construction superintendent shall both speak fluently the predominant language of the Contractor's employees, as well as English.

6.2.3. Before commencing the Work herein, Contractor shall give written notice to District of the name and resume of its project manager and construction superintendent.

Neither the Contractor's project manager nor construction superintendent shall be changed except with prior written notice to District, unless the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, District, any of the District's employees, agents, the Construction Manager, or the Architect. Contractor shall notify District in writing and obtain written approval of any change from the District before making a change in these positions. The Contractor's project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor's project manager and/or construction superintendent shall be as binding as if given to Contractor.

6.2.3.1. If District or Architect finds the Project Manager or construction superintendent to be unsatisfactory, they shall notify Contractor in writing and request replacement of the unsatisfactory person. The Contractor shall not unreasonably refuse to make the requested replacement.

6.2.4. Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing, with a copy to District's Project Inspector(s). The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.3. Duty to Provide Fit Workers

6.3.1. Contractor and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Contractor to ensure compliance with this requirement. District may require Contractor to permanently remove unfit persons from Project Site.

6.3.2. Any person in the employ of Contractor or Subcontractor(s) whom District may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of District.

6.3.3. The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

6.3.4. If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify the District. The District shall determine if Contractor's intended change is permissible while performing this Contract.

6.4. Field Office

6.4.1. Contractor shall provide on the Work Site a temporary office at Contractor's expense.

6.5. Purchase of Materials and Equipment

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays.

6.6. Documents On Work

6.6.1. Contractor shall at all times keep on the Work Site, or at another location as the District may authorize in writing, one legible copy of all Contract Documents, including Addenda and Change Orders, and Titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to District, Construction Manager, Architect, Architect's representatives, the Project Inspector(s), and all authorities having jurisdiction. Contractor shall be acquainted with and comply with the provisions of these titles as they relate to this Project. (See particularly the duties of Contractor, Title 24, part 1, of the

California Code of Regulations.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly Titles 8 and 17. Contractor shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of Title 24.

6.6.2. Daily Job Reports.

6.6.2.1. Contractor shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Contractor's employee(s) who are present on Site, and must include, at a minimum, the following information:

- 6.6.2.1.1.** A brief description of all Work performed on that day.
- 6.6.2.1.2.** A summary of all other pertinent events and/or occurrences on that day.
- 6.6.2.1.3.** The weather conditions on that day.
- 6.6.2.1.4.** A list of all Subcontractor(s) working on that day,
- 6.6.2.1.5.** A list of each Contractor employee working on that day and the total hours worked for each employee.
- 6.6.2.1.6.** A complete list of all equipment on Site that day, whether in use or not.
- 6.6.2.1.7.** All complete list of all materials, supplies, and equipment delivered on that day.
- 6.6.2.1.8.** A complete list of all inspections and tests performed on that day.

6.6.2.2. Each day Contractor shall provide a copy of the previous day's Daily Job Report to the District and the Architect.

6.7. Preservation of Records

The District shall have the right at all times, without delay, to examine and audit all Daily Job Reports or other Project records of Contractor's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the District. These documents may be duplicative and/or be in addition to any Bid Documents held in escrow by the District. The Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until five (5) years after final payment under this Contract. Notwithstanding the provisions above, Contractor shall provide any

records requested by any governmental agency, if available, after the time set forth above.

6.8. Integration of Work

6.8.1. Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as District and/or Architect may direct.

6.8.2. All cost caused by defective or ill-timed Work shall be borne by Contractor, inclusive of repair work.

6.8.3. Contractor shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with consent of District.

6.9. Obtaining of Permits and Licenses

Contractor shall secure and pay for all permits, licenses, and certificates necessary for prosecution of Work, including but not limited to those listed in the Special Conditions, if any, before the date of the commencement of the Work or before the permits, licenses, and certificates are legally required to continue the Work without interruption. The Contractor shall obtain and pay, only when legally required, for all licenses, permits, inspections, and inspection certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in the Contract. All final permits, licenses, and certificates shall be delivered to District before demand is made for final payment.

6.10. Royalties and Patents

6.10.1. Contractor shall obtain and pay, only when legally required, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date the license is legally required to continue the Work without interruption. Contractor shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold the District, the Architect, and the Construction Manager harmless and indemnify them from loss on account thereof except when a particular design, process, or make or model of product is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process, or product is an infringement of a patent or copyright, the Contractor shall indemnify and defend the District, Architect and Construction Manager against any loss or damage unless the Contractor promptly informs the District of such information.

6.10.2. The review by the District or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be only its adequacy for the Work and shall not approve use by the Contractor in violation of any patent or other rights of any person or entity.

6.11. Work to Comply With Applicable Laws and Regulations

6.11.1. Contractor shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that Drawings and Specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract Documents that will result in finished Work being at variance therewith, Contractor shall promptly notify District in writing and any changes deemed necessary by District shall be made as provided in the Contract Documents for changes in Work.

6.11.1.1. National Electrical Safety Code, U. S. Department of Commerce

6.11.1.2. National Board of Fire Underwriters' Regulations

6.11.1.3. Uniform Building Code, latest edition and the edition specified in the Drawings and Specifications, and the California Code of Regulations, Title 24, and other amendments

6.11.1.4. Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America

6.11.1.5. Industrial Accident Commission's Safety Orders, State of California

6.11.1.6. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes

6.11.1.7. Americans with Disabilities Act

6.11.1.8. Education Code of the State of California

6.11.1.9. Government Code of the State of California

6.11.1.10. Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies

6.11.1.11. Public Contract Code of the State of California

6.11.1.12. California Art Preservation Act

6.11.1.13. U. S. Copyright Act

6.11.1.14. U. S. Visual Artists Rights Act

6.11.1.15. California Penal Code

6.11.1.16. California False Claims Act

6.11.1.17. Public Resources Code of the State of California

6.11.2. Contractor shall comply will all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code section 21000

et seq.)

6.11.3. If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor shall bear all costs arising therefrom, including but not limited to costs of correction.

6.11.4. Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying the requirements of such bodies or agencies.

6.12. Safety/Protection of Persons and Property

6.12.1. The Contractor will be solely and completely responsible for conditions of the Work Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

6.12.2. The wearing of hard hats will be mandatory at all times for all personnel on Site. Contractor shall supply sufficient hard hats to properly equip all employees and visitors.

6.12.3. Any construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Work Site.

6.12.4. Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.

6.12.5. The Contractor shall furnish to the District a copy of the Contractor's safety plan within the time frame indicated in the Contract Documents. Such safety plan shall be specifically adapted for the Project.

6.12.6. Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by District. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

6.12.7. Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a

safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, 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.

6.12.8. Hazards Control – Contractor shall store volatile wastes in covered metal containers and remove them from the Site daily. Contractor shall prevent accumulation of wastes that create hazardous conditions. Contractor shall provide adequate ventilation during use of volatile or noxious substances.

6.12.9. Contractor shall designate a responsible member of its organization on the Project, 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. The name and position of the person so designated shall be reported to District by Contractor.

6.12.10. Contractor shall promptly correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly. Any fines or penalties assessed shall be at Contractor's sole expense.

6.12.11. Contractor shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

6.12.12. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by written agreement.

6.12.13. All salvage materials will become the property of the Contractor and shall be removed from the Site unless otherwise called for in the Contract Documents. However, the District reserves the right to designate certain items of value that shall be turned over to the District unless otherwise directed by District.

6.12.14. All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.

6.12.15. 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, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

6.12.16. The Contractor shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as required by the Architect. The Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefor. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at Contractor's expense with the same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the District and others.

6.12.17. 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.

6.12.18. Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Contractor shall enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site.

6.12.19. Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire or behavior will be permitted. District may require Contractor to permanently remove non-complying persons from Project Site.

6.12.20. Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to District.

6.12.21. In the event that the Contractor enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by the District prior to the commencement of any Work on or

about the adjacent property. The Contractor shall also indemnify the District as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

6.13. Working Evenings and Weekends

Contractor may be required to work evenings and/or weekends at no additional cost to the District. Contractor shall give the District seventy-two (72) hours notice prior to performing any evening and/or weekend work. Contractor shall perform all evening and/or weekend work only upon District's approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Contractor shall reimburse the District for any Inspector charges necessitated by the Contractor's evening and/or weekend work.

6.14. Cleaning Up

6.14.1. The Contractor shall provide all services, labor, materials, and equipment necessary for protecting the Work, all school occupants, furnishings, equipment, and building structure from damage until its completion and final acceptance by District. Dust barriers shall be provided to isolate dust and dirt from construction operations. At completion of the Work and portions thereof, Contractor shall clean to the original state any areas beyond the Work area that become dust laden or otherwise affected as a result of the Work. The Contractor must erect the necessary warning signs and barricades to ensure the safety of all persons. The Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

6.14.2. Contractor at all times shall keep Premises free from debris such as waste, rubbish, and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises, but shall promptly remove same from the Premises. If Contractor fails to clean up, District may do so and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by the District as it deems necessary for the continuing education process. Contractor shall comply with all related provisions of the Specifications.

6.14.3. If the Construction Manager, Architect, or District observes the accumulation of trash and debris, the District will give the Contractor a 24-hour written notice to mitigate the condition.

6.14.4. Should the Contractor fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the District, the District will then

perform the clean-up. All costs associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Contract Price, or District may withhold those amounts from payment(s) to Contractor.

7. SUBCONTRACTORS

7.1. Contractor shall provide the District with information for all Subcontracts as indicated in the Contractor's Submittals and Schedules Section herein.

7.2. No contractual relationship exists between the District and any Subcontractor, supplier, or sub-subcontractor by reason of this Contract.

7.3. Contractor agrees to bind every Subcontractor by terms of this Contract as far as those terms are applicable to Subcontractor's work including, without limitation, all labor, wage & hour, apprentice, and related provisions and requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to District for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

7.4. District's consent to, or approval of, or failure to object to, any Subcontractor under this Contract shall not in any way relieve Contractor of any obligations under this Contract and no such consent shall be deemed to waive any provisions of this Contract.

7.5. Contractor is directed to familiarize itself with sections 4100 through 4114 of the Public Contract Code of the State of California, as regards subletting and subcontracting, and to comply with all applicable requirements therein. In addition, Contractor is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein including, without limitation, section 1775, and the Contractor's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws.

7.6. No Contractor whose Bid is accepted shall, without consent of the awarding authority and in full compliance with section 4100, et seq., of the Public Contract Code, including, without limitation, sections 4107, 4107.5, and 4109 of the Public Contract Code, either:

7.6.1. Substitute any person as a Subcontractor in place of the Subcontractor

designated in the original Bid; or

7.6.2. Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the original Subcontractor listed in the Bid; or

7.6.3. Sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor's total bid as to which his original bid did not designate a Subcontractor.

7.7. The Contractor shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

7.8. Contractor is solely responsible for settling any differences between the Contractor and its Subcontractor(s) or between Subcontractors.

7.9. Contractor must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these General Conditions.

8. OTHER CONTRACTS/CONTRACTORS

8.1. District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Contractor's Work with the work of other contractors.

8.2. In addition to Contractor's obligation to protect its own Work, Contractor shall protect the work of any other contractor that Contractor encounters while working on the Project.

8.3. If any part of Contractor's Work depends for proper execution or results upon work of District or any other contractor, the Contractor shall inspect and promptly report to the District in writing before proceeding with its Work any defects in District's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to District for District's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all District's or any other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in District's or any other contractor's work after execution of Contractor's Work.

8.4. To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the

District in writing any discrepancy between that executed work and the Contract Documents.

8.5. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of District's or 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 Contract in light of the other contracts, if any.

8.6. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. Contractor shall not cause any unnecessary hindrance or delay to the use and/or school operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or school operation is likely to cause interference with performance of Contractor's Contract, Contractor shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the District of the resolution.

9. DRAWINGS AND SPECIFICATIONS

9.1. A complete list of all Drawings that form a part of the Contract is to be found as an index on the Drawings themselves, and/or may be provided to the Contractor and/or in the Table of Contents.

9.2. Materials or Work described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

9.3. Trade Name or Trade Term. It is not the intention of this Contract to list or describe 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 "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

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

9.5. Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Contractor observes that Drawings and Specifications are in conflict, Contractor shall promptly notify District and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.

9.6. In the case of discrepancy or ambiguity in the Contract Documents, the order of precedence in the Agreement shall prevail. However, in the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications.

In case of ambiguity, conflict, or lack of information, District and Architect will furnish clarifications with reasonable promptness.

9.7. Drawings and Specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. Contractor shall bear all expense of correcting work done contrary to said laws, ordinances, rules, and regulations.

9.8. Ownership of Drawings

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract Documents, are to be returned to District on request at completion of Work, or may be used by District as it may require without any additional costs to District. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and/or other documents prepared by the Architect. District hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

Contractor's submittals shall comply with the provisions and requirements of the Specifications including, without limitation, Submittals.

10.1. Schedule of Work, Schedule of Submittals, and Schedule of Values

10.1.1. Within **TEN (10)** calendar days after the date of the Notice to Proceed (unless otherwise specified in the Specifications), the Contractor shall prepare and submit to the District for review, in a form supported by sufficient data to substantiate its accuracy as the District may require the following:

10.1.1.1. Preliminary Schedule. A preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified

in the Specifications. Once approved by District, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task as well as all Contract milestones and each milestone's completion date(s) as may be required by the District.

10.1.1.2. Preliminary Schedule of Values. A preliminary schedule of values for all of the Work, which must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Unless the Special Conditions contain different limits, this preliminary schedule of values shall include, at a minimum, the following information and the following structure:

10.1.1.2.1. Divided into at least the following categories:

- 10.1.1.2.1.1.** Overhead and profit;
- 10.1.1.2.1.2.** Supervision;
- 10.1.1.2.1.3.** General conditions;
- 10.1.1.2.1.4.** Layout;
- 10.1.1.2.1.5.** Mobilization;
- 10.1.1.2.1.6.** Submittals;
- 10.1.1.2.1.7.** Bonds and insurance;
- 10.1.1.2.1.8.** Close-out documentation;
- 10.1.1.2.1.9.** Installation;
- 10.1.1.2.1.10.** Rough-in;
- 10.1.1.2.1.11.** Finishes;
- 10.1.1.2.1.12.** Testing;
- 10.1.1.2.1.13.** Punchlist and acceptance.

10.1.1.2.2. Divided by each of the following areas:

- 10.1.1.2.2.1.** Site work;
- 10.1.1.2.2.2.** By each building;
- 10.1.1.2.2.3.** By each floor.

10.1.1.2.3. The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

- 10.1.1.2.3.1.** Mobilization and layout combined to equal not more than 1%;
- 10.1.1.2.3.2.** Submittals, samples and shop drawings combined to equal not more than 3%;
- 10.1.1.2.3.3.** Bonds and insurance combined to equal not more than 2%.

10.1.1.2.4. Closeout documentation shall have a value in the preliminary schedule of not less than 5%.

10.1.1.2.5. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid by the District in equal installments, based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

10.1.1.2.6. Contractor shall certify that the preliminary schedule of values as submitted to the District is accurate and reflects the costs as developed in preparing Contractor's bid. The preliminary schedule of values shall be subject to the District's review and approval of the form and content thereof. In the event that the District objects to any portion of the preliminary schedule of values, the District shall notify the Contractor, in writing, of the District's objection(s) to the preliminary schedule of values. Within five (5) business days of the date of the District's written objection(s), Contractor shall submit a revised preliminary schedule of values to the District for review and approval. The foregoing procedure for the preparation, review and approval of the preliminary schedule of values shall continue until the District has approved the entirety of the preliminary schedule of values.

10.1.1.2.7. Once the preliminary schedule of values is approved by the District, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted or withheld in the sole discretion of the District.

10.1.1.3. Preliminary Schedule of Submittals. A preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by District, this shall become the Submittal Schedule. All submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the District so as not to delay the Construction Schedule.

10.1.1.4. Safety Plan. Contractor's Safety Plan specifically adapted for the Project. Contractor's Safety Plan shall comply with the following requirements:

10.1.1.4.1. All applicable requirements of California Division of Industrial Safety ("CalOSHA") and/or of the United States Occupational

Safety and Health Administration (“OSHA”).

10.1.1.4.2. All provisions regarding Project safety, including all applicable provisions in these General Conditions.

10.1.1.4.3. Contractor’s Safety Plan shall be in English and in the primary language(s) of the Contractor’s and its Subcontractors’ employees.

10.1.1.5. Complete Subcontractor List. The name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

10.1.2. Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Prolog) approved in advance by the District.

10.1.3. The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

10.1.4. The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.1.5. All submittals and schedules must be approved by the District before Contractor can rely on them as a basis for payment.

10.2. Monthly Progress Schedule(s)

10.2.1. Upon request by the District, Contractor shall provide Monthly Progress Schedules to the District. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed. The monthly Progress Schedule shall be sent within the timeframe requested by the District and shall be in a format acceptable to the District and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for District approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

10.2.2. Contractor shall also submit all applicable Monthly Progress Schedules with all payment applications.

10.3. Material Safety Data Sheets (MSDS)

Contractor is required to ensure 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 ensure proper labeling on substance brought onto 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. Two additional copies of all Material Safety Data Sheets shall also be submitted directly to the District.

11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

11.1. Site Investigation

Before bidding on this Work, Contractor shall make a careful investigation of the Site and thoroughly familiarize itself with the requirements of the Contract. By the act of submitting a bid for the Work included in this Contract, Contractor shall be deemed to have made a complete study and investigation, and to be familiar with and accepted the existing conditions of the Site.

11.2. Soils Investigation Report

11.2.1. When a soils investigation report obtained from test holes at Site is available, that report shall be available to the Contractor but shall not be a part of this Contract. Any information obtained from that report or any information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of this Contract, and Contractor may not rely thereon. By submitting its bid, Contractor acknowledges that it has made visual examination of Site and has made whatever tests Contractor deems appropriate to determine underground conditions of soil.

11.2.2. Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages if, during progress of Work, Contractor encounters subsurface or latent conditions at Site materially differing from those shown on Drawings or indicated in Specifications, or for unknown conditions of an unusual nature that differ materially from those ordinarily encountered in the work of the character provided for in Plans and Specifications, except as indicated in the provisions of these General Conditions regarding trenches, trenching, and/or existing utility lines.

11.3. Access to Work

District and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

11.4. Layout and Field Engineering

11.4.1. All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Contractor at its expense. This Work shall be done by a qualified, California-registered civil engineer approved in writing by District and Architect. Any required Record and/or As-Built Drawings of Site development shall be prepared by the approved civil engineer.

11.4.2. The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. District shall not be liable for any claim for allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site.

11.4.3. Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of District and with District's approval.

11.5. 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 and power systems, including meters, if necessary to carry on the Work or keep site utility, electronics, communications systems, environmental control systems functioning during the Work. Upon completion of Work, Contractor shall remove all temporary distribution systems and check, verify, and test that all systems are properly connected to permanent utilities and are functioning properly.

(b) If Contract is for an addition to an existing facility, Contractor may, with written permission of the District, use the District's existing utilities except telephone.

11.6. Sanitary Facilities

Contractor, at its own cost, shall provide temporary sanitary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use by all workers. The temporary facilities shall be placed behind a screened area and fastened in such a way as to prevent vandalism. The facilities shall be maintained in a sanitary condition at all times and shall be left at the site until removal is directed by the Owner. Use of toilet facilities at the site or in the Work under construction shall not be permitted except by written consent of the District.

11.7. Surveys

Contractor shall provide surveys done by a California-licensed civil engineer surveyor to determine locations of construction, grading, and site work as required to perform the Work.

11.8. Regional Notification Center

The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) calendar days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the District the identification number. Any damages arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor and shall not be considered for an extension of the Contract time.

11.9. Existing Utility Lines

11.9.1. Pursuant to Government Code section 4215, District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the Plans and Specifications. Contractor shall not be assessed liquidated damages for delay in completion of the Project caused by failure of District or the owner of a utility to provide for removal or relocation of such utility facilities.

11.9.2. Locations of existing utilities provided by District shall not be considered exact, but approximate within a reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care nor costs of repair due to Contractor's failure to do so. District shall compensate Contractor for the costs of locating, and repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy.

11.9.3. No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require District to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines. Whenever the presence of these utilities on the Site

of the construction Project 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, Contractor shall be responsible for making reasonable inferences based on such information.

11.9.4. If Contractor, while performing Work under this Contract, discovers utility facilities not identified by District in Contract Plans and Specifications, Contractor shall immediately notify the District and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the District shall be borne by the Contractor.

11.10. Notification

Contractor understands, acknowledges and agrees that the purpose of prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the condition(s). Accordingly, failure of Contractor to promptly notify the District in writing, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages or delay incurred as a result of the condition(s).

11.11. Hazardous Materials

Contractor shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, Hazardous Materials Procedures and Requirements.

11.12. No Signs

Neither the Contractor nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, on fences, trailers, offices, or elsewhere on the Site, without specific prior written approval of the District.

12. TRENCHES

12.1. Trenches Greater Than Five Feet

Contractor shall comply with all requirements of Labor Code section 6705. If the Work involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches. The detailed plan must be accepted by the District or a registered civil or structural engineer employed by the District.

12.2. Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but 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 the District or by the person to whom authority to accept has been delegated by the District.

12.3. No Tort Liability of District

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the District or any of its employees.

12.4. No Excavation Without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

12.5. Discovery of Hazardous Waste and/or Unusual Conditions

12.5.1. Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the Surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

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

12.5.1.2. Subsurface or latent physical conditions at the Site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

12.5.1.3. 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.

12.5.2. 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 Contract Documents.

12.5.3. In the event that a dispute arises between 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 Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law that pertain to the resolution of disputes and protests between the contracting parties.

13. INSURANCE AND BONDS

13.1. Insurance

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of Contractor and/or its Subcontractor(s) shall be in the amounts and include the provisions set forth herein.

13.1.1. Commercial General Liability and Automobile Liability Insurance

13.1.1.1. Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from operations under this Contract. This coverage shall be provided in a form at least as broad as Insurance Services (ISO) Form CG 0001 11188. Contractor shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability, and Any Auto including owned, non-owned, and hired, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

13.1.1.2. Contractor's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed \$25,000 unless approved in writing by District.

13.1.1.3. All such policies shall be written on an occurrence basis.

13.1.2. Umbrella Liability Insurance

13.1.2.1. Contractor may procure and maintain, during the life of this Contract, an Umbrella Liability Insurance Policy to meet the policy limit requirements of the required policies if Contractor's underlying policy limits are less than required.

13.1.2.2. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability

Insurance Policy. Any Umbrella Liability Insurance Policy shall protect Contractor, District, State, Construction Manager(s), Project Manager(s), and Architect(s) in amounts and including the provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

13.1.3. Subcontractor(s): Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Umbrella Liability Insurance (if Subcontractor elects to satisfy, in part the insurance required herein by procuring and maintaining an Umbrella Liability Insurance Policy) with forms of coverage and limits equal to the amounts required of the Contractor.

13.1.4. Workers' Compensation and Employers' Liability Insurance

13.1.4.1. In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

13.1.4.2. Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employees engaged in Work under this Contract, on or at the Site of the Project, are not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

13.1.5. Builder's Risk Insurance: Builder's Risk "All Risk" Insurance.

Contractor shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction) coverage, or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is required to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious

mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

13.1.6. Proof of Carriage of Insurance and Other Requirements: Endorsements and Certificates

13.1.6.1. Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

13.1.6.2. Endorsements, certificates, and insurance policies shall include the following:

13.1.6.2.1. A
clause stating:

“This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to District, Architect, and Construction Manager stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) calendar days after date of mailing notice.”

13.1.6.2.2. 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.

13.1.6.3. All endorsements, certificates and insurance policies shall state that District, its trustees, employees, officers, representatives, and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance. officers,

13.1.6.4. Contractor's and Subcontractors' insurance policy(s) shall be

primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees, officers, representatives, and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

13.1.6.5. All endorsements shall waive any right to subrogation against any of the named additional insureds.

13.1.6.6. Unless otherwise stated in the Special Conditions, all of Contractor’s insurance shall be with insurance companies with an A.M. Best rating of no less than **A: VII**.

13.1.6.7. The insurance requirements set forth herein shall in no way limit the Contractor’s liability arising out of or relating to the performance of the Work or related activities.

13.1.6.8. Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Agreement.

13.1.7. Insurance Policy Limits

Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

<p>Commercial General Liability: Coverage must be written on an occurrence basis versus a claims made form and must include coverage for the following:</p> <ol style="list-style-type: none"> 1. Premises – operations 2. Contractual liability 3. Products 4. Completed operations 5. Broad form PD and excluding X, C and U coverage 6. Personal injury 	<p>Policy limits of not less than \$1,000,000 per occurrence</p>	<p>\$2,000,000 aggregate per project on BI (bodily injury) and PD (property damage)</p>
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7. Owners, contractors protective		
Comprehensive Automobile Liability – Any Auto	Combined Single Limit, Bodily Injury and Property Damage, including coverage for owned, non-owned and hire autos.	\$1,000,000
Workers' Compensation		State workers' compensation statutory benefits – policy limits of not less than \$2,000,000
Employer's Liability		\$1,000,000
Builder's Risk (Course of Construction)		Issued for the value and scope of Work indicated herein.

13.2. Contract Security - Bonds

13.2.1. Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

13.2.1.1. Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract.

13.2.1.2. Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

13.2.2. The cost of the required bonds shall be included in the Bid and Contract Price.

13.2.3. All bonds related to this Project shall be in the forms set forth in these Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

14. WARRANTY/GUARANTEE/INDEMNITY

14.1. Warranty/Guarantee

14.1.1. The Contractor shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

14.1.2. In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of **ONE (1)** year after the later of the following dates:

14.1.2.1. The date of completion as defined in Public Contract Code section 7107, subdivision (c), or

14.1.2.2. The commissioning date for the Project, if any.

At the District's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **ONE (1)** year period from date of completion as defined above, without any expense whatsoever to District. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) calendar days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

14.1.3. If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of operations of District, District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.

14.1.4. The above provisions do 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 as indicated in the Specifications or upon request by District.

14.1.5. Nothing herein shall limit any other rights or remedies available to District.

14.2. Indemnity

14.2.1. To the furthest extent permitted by California law, the Contractor shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District, its consultants and separate contractors, and its respective board members, trustees, officers, representatives, contractors, agents, and employees, in both individual and official capacities (“Indemnitees”), against all suits, claims, damages, losses, and expenses, including but not limited to attorney’s fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and, without limitation, any stop payment notice actions or liens, including liens by the California Department of Industrial Relations.

14.2.2. The Contractor shall give prompt notice to the District in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if the Contractor’s agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor’s agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, the Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

14.2.3. In any and all claims against any of the Indemnitees by any employee of

the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation laws, disability benefit laws, or other employee benefit laws.

14.2.4. The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District, Architect, and Construction Manager have received written agreement from the Contractor that they will unconditionally defend the District, Architect, and Construction Manager, their board members, trustees, officers, agents, representatives, and employees, and pay any damages due by reason of settlement or judgment.

14.2.5. The defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Agreement.

15. TIME

15.1. Notice to Proceed

15.1.1. District may issue a Notice to Proceed within three (3) months from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents, that is within 31 days, as noted in the Notice to Proceed.

15.1.2. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 3-month period, it is expressly understood that with reasonable notice to the Contractor, the District may further postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

15.2. Computation of Time / Adverse Weather

15.2.1. The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor and only if all of the following conditions are met:

15.2.1.1. The weather conditions constitute Adverse Weather, as defined herein and further specified in the Special Conditions;

15.2.1.2. Contractor can verify that the Adverse Weather caused delays in excess of five hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

15.2.1.3. The Contractor's crew is dismissed as a result of the Adverse Weather; and

15.2.1.4. The number of days of delay for the month exceed those indicated in the Special Conditions.

15.2.2. A day-for-day extension will only be allowed for those days in excess of those indicated in the Special Conditions.

15.2.3. The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.

15.2.4. The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in Santa Barbara County.

15.3. Hours of Work

15.3.1. Sufficient Forces

Contractor and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

15.3.2. Performance During Working Hours

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

15.4. Progress and Completion

15.4.1. Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable and sufficient period for performing the Work.

15.4.2. No Commencement Without Insurance

The Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to the District's claim for damages.

15.5. Schedule

- (a) Within ten (10) calendar days of Notice of Award per Section 00510, and prior to issuance of the Notice to Proceed and in accordance with the Milestone Schedule MS-1, the Contractor shall prepare and submit to the District, the Construction Manager, if there is one, and the Architect a preliminary Construction Schedule indicating, in graphic form, the estimated rate of progress and sequence of all Work required under the Contract Documents. The purpose of the Preliminary Construction Schedule is to assure adequate planning, including planning for the average monthly rainfall, and execution of the Work so that it is completed within the Contract Time and to permit evaluation of the progress of the Work. The Preliminary Construction Schedule shall be in accordance with the Contract Time limits specified in Section 00305, Milestone Schedule MS-1, and the Special Conditions, and shall indicate the dates for commencement and completion of each portion of the Work, including, without limitation, the procurement and fabrication of major items, material, and equipment forming a part of, or to be incorporated into, the Work as well as Site construction activities and other milestones. The Preliminary Construction Schedule shall reflect completion of the Work on the date and with the duration provided in Section 00305, Milestone Schedule MS-1, and the Special Conditions.
- (b) The Preliminary Construction Schedule shall identify all items in the milestone schedule, submittals required, the portion(s) of the Work to which the identified submittals relate and the date upon which each submittal required will be transmitted to the Architect for review ("the Submittal Schedule"); long lead procurement requirements; shop drawings; deferred approval items; milestone activities; phasing requirements; detailed construction activities; and closeout requirements.
- (c) The Contractor's use of any particular scheduling method, system or program for depiction of the Preliminary Construction Schedule shall be at the Contractor's discretion; provided however, that the Contractor shall use the critical path method (CPM) of scheduling and shall be fully resource loaded (including but not limited to manpower, equipment, costs). This

requirement shall not be deemed to constitute Owner control over or assumption of construction means, methods or sequences, all of which remain the Contractor's responsibility.

- (d) The District, Construction Manager, if there is one, and Architect shall review the Preliminary Construction Schedule submitted by the Contractor pursuant to Paragraph (a), above, for conformity with the requirements of the Contract Documents. Within ten (10) calendar days of the date of receipt of the Preliminary Construction Schedule, the Preliminary Construction Schedule will be returned to the Contractor with comments as to the form or content thereof. Review of the contract schedule will not relieve Contractor of the responsibility for accomplishing the Work in accordance with the Contract.
- (e) Within five (5) calendar days of the District's return of the Preliminary Construction Schedule to the Contractor, the Contractor shall prepare and submit to the Architect and the Construction Manager, if there is one, a construction schedule that incorporates the comments to the Preliminary Construction Schedule. Upon the Contractor's submission of such construction schedule ("Construction Schedule"), the District, the Construction Manager, if there is one, and the Architect shall review the same for purposes of determining conformity with the requirements of the Contract Documents. Within ten (10) calendar days of the receipt of the Construction Schedule, the District will approve such Construction Schedule or will return the same to the Contractor with comments to the form or content. In the event there are comments to the form or content thereof, the Contractor shall within three (3) calendar days of receipt of such comments, revise and resubmit the Construction Schedule incorporating therein such comments. Upon the District's approval of the form and content of a Construction Schedule, the same shall be deemed the "Approved Construction Schedule". The Approved Construction Schedule will become part of and incorporated into the Milestone Schedule MS-1, Section 00305.
- (f) Contractor shall not be entitled to receive its initial payment under the Contract from the District until the District has approved the Construction Schedule, nor shall Contractor be entitled to progress payments until it has submitted the required updated schedule in accordance with the Contract Documents. The District's approval of a Construction Schedule shall be for the sole and limited purpose of determining conformity with the requirements of the Contract Documents. Further, the Approved Construction Schedule shall not operate to limit or restrict any of Contractor's obligations under the Contract Documents, nor relieve the Contractor from the full, faithful and timely performance of such obligation in accordance with the terms of the Contract Documents.
- (g) The activities, commencement and completion dates of activities, and the sequencing of activities depicted on the Approved Construction Schedule shall not be modified or revised by the Contractor without the prior consent

or direction of the District and the Architect. Updates to the Approved Construction Schedule shall not be deemed revisions to the Approved Construction Schedule except to the extent that they reflect time adjustments contained in approved change orders. Time adjustments will only be considered if change orders affect the critical path.

- (h) If the progress of the Work or the sequencing of the activities of the Work, including, but not limited to, changes in Contract Time approved by change orders, shall materially differ from that indicated in the Approved Construction Schedule, as determined by the District in its discretion and judgment, the District may direct the Contractor to revise the Approved Construction Schedule, within ten (10) calendar days of the District's direction, the Contractor shall prepare and submit to the Architect and the Construction Manager, if there is one, a revised Approved Construction Schedule, for review and approval by the District. Contractor shall not be entitled to receive any further payments otherwise due under the Contract from the District until such submission of the revised Approved Construction Schedule. The Contractor may request consent of the District to revise the Approved Construction Schedule. Any such request shall be considered by the District only if in writing setting forth the Contractor's proposed revision(s) to the Approved Construction Schedule and the reason(s) therefore. The District may in its reasonable discretion consent to, or deny, any such request of the Contractor to revise the Approved Construction Schedule.
- (i) The Contractor shall monitor and update the current Approved Construction Schedule on a monthly basis, or more frequently as required by the conditions or progress of the Work, or as may be requested by the District. The Contractor shall provide the District, the Construction Manager, if there is one, and the Architect with the updated Approved Construction Schedule indicating progress achieved and activities commenced or completed within the updated prior Approved Construction Schedule. Contractor shall not be entitled to receive any further payments allegedly due under the Contract from the District until submission of the updated Approved Construction Schedule. Updates to the Approved Construction Schedule shall not include any revisions to the activities, commencement and completion dates of activities, or the sequencing of activities depicted on the Approved Construction Schedule. Any such revisions to the Approved Construction Schedule shall result in the District's rejection of such update and Contractor shall within three (3) calendar days of the District's rejection of such update, submit to the Architect and the Construction Manager, if there is one, an updated Approved Construction Schedule that does not incorporate any such revisions. If requested by the District, the Contractor shall also submit, with its updates to the Approved Construction Schedule, a narrative statement including a description of current and anticipated problem areas of the Work, delaying factors and their impact, and an explanation of corrective action taken or proposed by the Contractor.

Progress payments may be withheld in whole or part should the Contractor fail to comply with scheduling requirements of this section, or due to unsatisfactory prosecution of the work by the Contractor; such as a determination by the Owner, Architect or Construction Manager, if there is one, that the work is seven (7) or more calendar days behind the approved construction schedule. The District may, from time to time, and in the District's sole and exclusive direction, transmit to the Contractor's Surety the Approved Construction Schedule, any updates thereof and the narrative statement described hereinabove. The District's election to transmit, or not to transmit, such information to the Contractor's Surety shall not limit the Contractor's, or its Surety's, obligations under the Contract Documents.

- (j) By this Section, the District shall not be deemed to have exercised control over, or approval of, construction means, methods or sequences, all of which remain the responsibility and obligation of the Contractor in accordance with the terms of the Contract Documents. Any adjustment of the Contract Time or the Contract Price shall be based upon the Contract Time set forth in Section 00305, Milestone Schedule MS-1, and the Special Conditions, and not any shorter duration that may be depicted in the construction schedules, preliminary or approved.
- (k) In the event any of the Construction Schedules incorporate any "float" or "slack" time, such float shall be deemed to belong to and be owned by the Project. As used herein, "float time" shall be deemed to refer to the time between the earliest start date and the latest start date, or between the earliest finish date and the latest finish date of each activity shown on the Approved Construction Schedule.

There will be no extension of the Final Completion Date except under one or more of the circumstances listed below. Such extensions shall be granted for such reasonable time as the Owner, after advice by the Architect or Construction Manager, if there is one, may determine. Delays beyond the control of the Contractor which can be absorbed by float time shall not be cause for time extension. The extensions will be considered for the following reasons if they affect the Contract Schedule.

1. Delay in progress due to an act of neglect by the Owner or the Architect only for such time after the Contractor has notified the Owner and Architect in writing.
2. A change order approved by the Owner that contains an extension of the Final Completion Date.
3. Labor strikes beyond the control of the Contractor including strikes affecting transportation (the maximum extension on such a basis shall not exceed the number of calendar days of such work stoppage).

4. Tornado, hurricane, lightning, blizzard, earthquake, typhoon, or flood that substantially damages completed work or stored material provided that an act of neglect, protection, or security of the Contractor did not contribute to such damage.
5. Delays in the work, as determined to be on the critical path due to rain, may be granted time extensions provided they exceed the average annual rainfall, but those additional days are non-compensatory to the Contractor.

There shall be no increase in the contract sum nor financial remuneration of any kind by the Owner to Contractor for extensions due to causes 2, 3, 4, and 5 above.

All claims for extensions of time shall be made in writing to the Owner and Architect, if there is one, no more than seven (7) calendar days after the occurrence of the delay; otherwise, they shall be waived.

The Owner shall have no obligation to consider any time extension request unless the requirements of the Contract Documents are complied with; the Owner shall not be responsible or liable to the Contractor for any constructive acceleration due to failure of the Owner to grant time extensions under the Contract Documents, should the Contractor fail to substantially comply with the submission requirements and the justification requirements of this Contract for time extension requests. The Contractor's failure to perform in accordance with the contract schedule shall not be excused because the Contractor has submitted time extension requests, until and unless such requests are approved by the Owner.

- (l) The Contractor shall be solely responsible for the preparation, submittal, maintenance, and costs and expenses of the construction schedules and any failure of the Contractor to do so may be deemed by the District as the Contractor's default in the performance of a material obligation under the Contract Documents. Any and all costs or expenses required or incurred to prepare, submit, maintain, and update the Construction Schedules shall be solely that of the Contractor, and no such cost or expense shall be charged to the District. The Contract Price shall not be subject to adjustment on account of costs, fees or expenses incurred or associated with the Contractor's preparation, submittal, maintenance, or updating of the Construction Schedules.

Should the Contractor fail to provide a Construction Schedule within the Contract timeframe of this section or fail to maintain the schedule, the District may provide a qualified Scheduler, of the District's choice, who will assist the Contractor to generate and or maintain the Construction Schedule. The Contractor shall prepare and provide all data for the Construction Schedule. Contractor shall

work directly with the Scheduler and ensure that the Schedule is complete and accurate. This item also applies to short interval schedules. Costs incurred by the District in completing the project schedule or performing scheduling for the Contractor, shall be assessed on a monthly basis by the District and deducted from the Contractors monthly progress payment.

- (m) Other Schedules; Short Interval Schedules: Short Interval Scheduling (SIS) shall be submitted at each weekly construction meeting.
1. The interval shall be a three-week projection and include the week submitted and the following two weeks thereafter.
 2. It shall contain sufficient detail to evaluate milestones and shall identify/tie into the monthly updated project schedule.
 3. SIS shall be reviewed by the Architect and Construction Manager, if there is one.

Daily Construction Reports; On a daily basis, the Contractor shall submit a daily activity report to the Owner, Architect and Construction Manager, if there is one, for each workday, including weekends and holidays, when worked. The report shall include at a minimum the following information:

1. Summary cover sheet summarizing all work for the day including the general contractor.
2. Detailed subcontractor daily report for each subcontractor and a detailed report of the general contractor activities.
3. Project Name and Location
4. Contractor's name and address
5. Report number and date
6. Weather, temperature or unusual site conditions
7. Brief description of day's scheduled construction activities and actual work performed and any special or particular problems or accidents (with accident report number), including work by general contractor, subcontractors, lower tier subcontractors, and suppliers.
8. Worker quantities and names for its own work force and for subcontractors including any lower tier.
9. Equipment (rental or owned), other than hand tools, utilized during the day's work.

- (n) The Contractor shall furnish such manpower, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations, and Sunday and holidays as may be necessary to insure the prosecution and completion of the Work in accordance with the approved schedule. If work falls seven (7) days or more behind the approved construction schedule, and it becomes apparent from

the current schedule that the work will not be completed within the contract time, the Contractor agrees that they will, as necessary, take the following actions at no additional cost to the Owner to improve their progress:

1. Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Owner, Architect or Construction Manager, if there is one, the backlog of Work and finish Work on time.
2. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of equipment, or any combination of these, sufficiently to substantially eliminate, in the judgment of the Owner or Architect the backlog of Work and finish Work on time.
3. Reschedule activities to achieve maximum practical concurrence of activities.

In addition, the Owner or Architect may require the Contractor to submit a revised schedule demonstrating its proposed plan to make up lag in schedule progress and to ensure completion of work within the contract time. Owner or Architect may require Contractor to take any of the actions set forth in this example without additional costs to the Owner to make up the lag in schedule progress.

15.6. Expeditious Completion

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

16.1. Liquidated Damages

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. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

16.2. Excusable Delay

16.2.1. Contractor shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault of Contractor or its

Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within five (5) calendar days of beginning of any delay, notify District in writing of causes of delay including documentation and facts explaining the delay. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

16.2.2. Contractor shall notify the District pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the District will determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

16.2.3. In the event the Contractor requests an extension of Contract Time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting additional time, requests must be submitted with full justification and documentation. If the Contractor fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

16.2.3.1. The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

16.2.3.2. Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay.

16.2.3.3. A recovery schedule must be submitted.

16.3. No Additional Compensation for Delays Within Contractor's Control

16.3.1. Contractor is aware that governmental agencies, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Accordingly, Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may

be caused by such agencies. Thus, Contractor is not entitled to make a claim for damages or delays arising from the review of Contractor's drawings.

16.3.2. Contractor shall only be entitled to compensation for delay when all of the following conditions are met:

16.3.2.1. The District is responsible for the delay;

16.3.2.2. The delay is unreasonable under the circumstances involved;

16.3.2.3. The delay was not within the contemplation of the District and Contractor;
and

16.3.2.4. Contractor complies with the claims procedure of the Contract Documents.

16.4. Float or Slack in the Schedule

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the District or the Contractor, but its use shall be determined solely by the District.

17. CHANGES IN THE WORK

17.1. No Changes Without Authorization

17.1.1. There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's governing board has authorized the same and the cost thereof have been approved in writing by Change Order or Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

17.1.2. Contractor shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Contractor

shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.

17.1.3. Should any Change Order result in an increase in the Contract Price, the cost of that Change Order shall be agreed to, in writing, in advance by Contractor and District and be subject to the monetary limitations set forth in Public Contract Code section

20118.4. In the event that Contractor proceeds with any change in Work without a Change Order executed by the District or Construction Change Directive, Contractor waives any claim of additional compensation or time for that additional work.

17.1.4. Contractor understands, acknowledges, and agrees that the reason for District authorization is so that District may have an opportunity to analyze the Work and decide whether the District shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

17.2. Architect Authority

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, or by Architect's response(s) to RFI(s).

17.3. Change Orders

17.3.1. A Change Order is a written instrument prepared and issued by the District and/or the Architect and signed by the District (as authorized by the District's Board of Trustees), the Contractor, the Architect, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:

17.3.1.1. A description of a change in the Work;

17.3.1.2. The amount of the adjustment in the Contract Price, if any; and

17.3.1.3. The extent of the adjustment in the Contract Time, if any.

17.4. Construction Change Directives

17.4.1. A Construction Change Directive is a written order prepared and issued by the District and/or the Architect and signed by the District and the Architect, directing a change in the Work. The District may as provided by

law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. If all or a portion of the Project is being funded by funds requiring approval by the State Allocation Board (SAB), these revisions may be subject to compensation once approval of same is received and funded by the SAB, and funds are released by the Office of Public School Construction (OPSC). Any dispute as to the sum of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

17.4.2. The District may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

17.5. Force Account Directives

17.5.1. When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Contractor for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the District and compensation will be determined as set forth herein.

17.5.2. The District will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the District.

17.5.3. All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, the District will only pay for actual costs verified in the field by the District or its authorized representative(s) on a daily basis.

17.5.4. The Contractor shall be responsible for all costs related to the administration of Force Account Directive. The markup for overhead and profit for Contractor modifications shall be full compensation to the Contractor to administer Force Account Directive.

17.5.5. The Contractor shall notify the District or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor shall notify the District when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the District. The Contractor will not be compensated for force account work in the event that the Contractor fails to timely notify the District regarding the commencement of force account work, or exceeding the force account budget.

17.5.6. The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report on a form approved by the District no

later than 4:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The District will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Contractor for their records. The District will not sign, nor will the Contractor receive compensation, for work the District cannot verify. The Contractor will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work

17.5.7. In the event the Contractor and the District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Contractor's signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

17.6. Price Request

17.6.1. Definition of Price Request

A Price Request ("PR") is a written request prepared by the Architect requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time.

17.6.2. Scope of Price Request

A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required herein. The Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

17.7. Proposed Change Order

17.7.1. Definition of Proposed Change Order

A Proposed Change Order ("PCO") is a written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

17.7.2. Changes in Contract Price

A PCO shall include breakdowns pursuant to the revisions herein to validate any change in Contract Price.

17.7.3. Changes in Time

A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. If Contractor fails to request a time extension in a PCO, then the Contractor is thereafter precluded from requesting time and/or claiming a delay.

17.7.4. Unknown and/or Unforeseen Conditions

If Contractor submits a PCO requesting an increase in Contract Price and/or Contract Time that is based at least partially on Contractor’s assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the District’s satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the PCO and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

17.8. Format for Proposed Change Order

17.8.1. The following format shall be used as applicable by the District and the Contractor (e.g. Change Orders, PCO’s) to communicate proposed additions and deductions to the Contract, supported by attached documentation.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully encumbered)		
(c)	<u>Add Equipment</u> (attach suppliers’ invoice)		
(d)	Subtotal		
(e)	<u>Add overhead and profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of item (d)		
(f)	Subtotal		
(g)	<u>Add overhead and profit for Contractor</u> , not to exceed five percent (5%) of Item (f)		
(h)	Subtotal		

(i)	Add Bond and Insurance , not to exceed one percent (1%) of Item (h)		
(j)	TOTAL		
(k)	Time		Days

	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal		
(e)	Add overhead and profit for Contractor , not to exceed fifteen percent (15%) of item (d) .		
(f)	Subtotal		
(g)	Add Bond and Insurance , not to exceed one percent (1%) of Item (f)		
(h)	TOTAL		
(i)	Time		Days

17.8.2. Labor. Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the change order Work. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, coordination and assembly of materials and information relating to the change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof.

17.8.3. Materials. Contractor shall be compensated for the costs of materials necessarily and actually used or consumed in connection with the performance of the change in the Work. Costs of materials may include reasonable costs of transportation from a source closest to the Site of the Work and delivery to the Site. If discounts by material suppliers are available for materials necessarily used in the performance of the change in the Work, they shall be credited to the District. If materials necessarily used in the performance of the change in the Work are obtained from a supplier or source owned in whole or in part by the

Contractor, compensation therefor shall not exceed the current wholesale price for such materials. If, in the reasonable opinion of the District, the costs asserted by the Contractor for materials in connection with any change in the Work are excessive, or if

the Contractor fails to provide satisfactory evidence of the actual costs of such materials from its supplier or vendor of the same, the costs of such materials and the District's obligation to pay for the same shall be limited to the then lowest wholesale price at which similar materials are available in the quantities required to perform the change in the Work. The District may elect to furnish materials for the change in the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials or any mark-up thereon.

17.8.4. Equipment. As a precondition for the District's duty to pay for Equipment rental or loading and transportation, Contractor shall provide satisfactory evidence of the actual costs of Equipment from the supplier, vendor or rental agency of same. Contractor shall be compensated for the actual cost of the necessary and direct use of Equipment in the performance of the change in the Work. Use of such Equipment in the performance of the change in the Work shall be compensated in increments of fifteen (15) minutes.

Rental time for Equipment moved by its own power shall include time required to move such Equipment to the site of the Work from the nearest available rental source of the same. If Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Equipment is used for performance of any portion of the Work other than the change in the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, the Project Inspector, and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. Contractor shall not be entitled to an allowance or any other compensation for Equipment or tools used in the performance of change in the Work where such Equipment or tools have a replacement value of **\$500.00** or less. Equipment costs claimed by the Contractor in connection with the performance of any Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the District, the allowable rate for the use of Equipment in connection with the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Equipment operator), and any and all other costs incurred by the Contractor incidental to the use of such Equipment.

17.9. Change Order Certification

17.9.1. All Change Orders and PCOs must include the following certification by the Contractor:

17.9.1.1. The undersigned Contractor approves the foregoing as to the changes, if any, and the Contract Price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

17.9.1.2. It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

17.10. Determination of Change Order Cost

17.10.1. The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the District's discretion:

17.10.1.1. District acceptance of a PCO;

17.10.1.2. By unit prices contained in Contractor's original bid;

17.10.1.3. By agreement between District and Contractor.

17.11. Deductive Change Orders

All deductive Change Order(s) must be prepared pursuant to the provisions herein. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

17.12. Addition or Deletion of Alternate Bid Item(s)

If the Bid Form and Proposal includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add or delete any such Alternate Bid Item(s) if not included in the Contract at the time of award. If the District elects to add or delete Alternate Bid Item(s) after Contract award, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Bid Form and Proposal unless the parties agree to a different price and the Contract Time shall be adjusted by the number of days allocated in the Contract Documents. If days are not allocated in the Contract Documents, the Contract Time shall be equitably adjusted.

17.13. Discounts, Rebates, and Refunds

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

17.14. Accounting Records

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Contractor shall keep and maintain cost-accounting records satisfactory to the District, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents. Such records shall include without limitation hourly records for Labor and Equipment and itemized records of materials and Equipment used that day in connection with the performance of any Work. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect or the Project Inspector upon request. In the event that the Contractor fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records within five (5) calendar days, the District's reasonable good faith determination of the extent of adjustment to the Contract Price shall be final, conclusive, dispositive and binding upon Contractor.

17.15. Notice Required

If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the provisions herein, including the Article on Claims and Disputes. No claim shall be considered unless made in accordance with this subparagraph.

Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

17.16. Applicability to Subcontractors

Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

17.17. Alteration to Change Order Language

Contractor shall not alter Change Orders or reserve time in Change Orders. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

17.18. Failure of Contractor to Execute Change Order

Contractor shall be in default of the Contract if Contractor fails to execute a Change Order when the Contractor agrees with the addition and/or deletion of the Work in that Change Order.

18. REQUEST FOR INFORMATION

18.1. Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price, Contract Time, or the Contract Documents.

18.2. The Contractor shall be responsible for any costs incurred for professional services that District may deduct from any amounts owing to the Contractor, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. District, at its sole discretion, shall deduct from and/or invoice Contractor for all the professional services arising herein.

19. PAYMENTS

19.1. Contract Price

The Contract Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents.

19.2. Applications for Progress Payments

19.2.1. Procedure for Applications for Progress Payments

19.2.1.1. Application for Progress Payment

19.2.1.1.1. Not before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the District and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following or each portion thereof unless waived by the District in writing:

19.2.1.1.1.1. The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

19.2.1.1.1.2. The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

19.2.1.1.1.3. The balance that will be due to each of such entities after said payment is made;

19.2.1.1.1.4. A certification that the As-Built Drawings and annotated Specifications are current;

19.2.1.1.1.5. Itemized breakdown of work done for the purpose of requesting partial payment;

19.2.1.1.1.6. An updated and acceptable construction schedule in conformance with the provisions herein;

19.2.1.1.1.7. The additions to and subtractions from the Contract Price and Contract Time;

19.2.1.1.1.8. A total of the retentions held;

19.2.1.1.1.9. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

19.2.1.1.1.10. The percentage of completion of the Contractor's Work by line item;

19.2.1.1.1.11. Schedule of Values updated from the preceding Application for Payment;

19.2.1.1.1.12. A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 8132 (see Document 00701), from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

19.2.1.1.1.13. A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 (see Document 00702), from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment(s); and

19.2.1.1.1.14. A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application. The Contractor further warrants that all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed.

19.2.1.1.1.15. The Contractor shall be subject to the False Claims Act set forth under Government Code section 12650 et seq., for information provided with any Application for Progress Payment.

19.2.1.1.1.16. All remaining certified payroll records (“CPR(s)”) for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment. As indicated herein, the District shall not make any payment to Contractor until:

19.2.1.1.1.16.1 Contractor and/or its Subcontractor(s) provide CPRs acceptable to the District or its designee weekly for all weeks any journeyman, apprentice, worker or other employee was employed in connection with the Work directly to the Labor Commissioner, if the Project is subject to State labor compliance, or to the District and/or its designee if the Project is subject to a LCP, and within ten (10) calendar days of any request by the District or the Labor Commissioner in

accordance with Title 8 of the California Code of Regulations,
and

19.2.1.1.1.16.2 The District is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the District in a timely manner will directly delay the District's review and/or audit of the CPRs and Contractor's payment.

19.2.2. Prerequisites for Progress Payments

19.2.2.1. First Payment Request: The following items, if applicable, must be completed before the District will accept and/or process the Contractor's first payment request:

- 19.2.2.1.1.** Installation of the Project sign;
- 19.2.2.1.2.** Installation of field office;
- 19.2.2.1.3.** Installation of temporary facilities and fencing;
- 19.2.2.1.4.** Schedule of Values;
- 19.2.2.1.5.** Contractor's Construction Schedule;
- 19.2.2.1.6.** Schedule of unit prices, if applicable;
- 19.2.2.1.7.** Submittal Schedule;
- 19.2.2.1.8.** Receipt by Architect of all submittals due as of the date of the payment application;
- 19.2.2.1.9.** Copies of necessary permits;
- 19.2.2.1.10.** Copies of authorizations and licenses from governing authorities;
- 19.2.2.1.11.** Initial progress report;
- 19.2.2.1.12.** Surveyor qualifications;
- 19.2.2.1.13.** Written acceptance of District's survey of rough grading, if applicable;
- 19.2.2.1.14.** List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;

19.2.2.1.15. All bonds and insurance endorsements; and

19.2.2.1.16. Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

19.2.2.2. Second Payment Request: The District will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.

19.2.2.3. No Waiver of Criteria Any payments made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor may pay its Subcontractors and suppliers.

Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

19.3. Progress Payments

19.3.1. District's Approval of Application for Payment

19.3.1.1. Upon receipt of an Application for Payment, The District shall act in accordance with both of the following:

19.3.1.1.1. Each Application for Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

19.3.1.1.2. Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) business days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

19.3.1.1.3. An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the District.

19.3.1.2. The District's review of the Contractor's Application for

Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

19.3.1.2.1. Observation of the Work for general conformance with the Contract Documents,

19.3.1.2.2. Results of subsequent tests and inspections,

19.3.1.2.3. Minor deviations from the Contract Documents correctable prior to completion, and

19.3.1.2.4. Specific qualifications expressed by the Architect.

19.3.1.3. District's approval of the certified Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.

19.3.2. Payments to Contractor

19.3.2.1. Within thirty (30) calendar days after approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) or a lesser percentage if a higher retention amount is required pursuant to Public Contract Code section 7201(b)(4), of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

19.3.2.2. The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

19.3.2.3. If the District fails to make any progress payment within thirty (30) calendar days after receipt of an undisputed and properly submitted Application for Payment from the Contractor, the District shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of

Section 685.010 of the Code of Civil Procedure.

19.3.3. No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment.

19.4. Decisions to Withhold Payment

19.4.1. Reasons to Withhold Payment

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

- 19.4.1.1.** Defective Work not remedied within **FORTY-EIGHT (48)** hours of written notice to Contractor;
- 19.4.1.2.** Stop Payment Notices or other liens served upon the District as a result of the Contract;
- 19.4.1.3.** Liquidated damages assessed against the Contractor;
- 19.4.1.4.** The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the completion date;
- 19.4.1.5.** Damage to the District or other contractor(s);
- 19.4.1.6.** Unsatisfactory prosecution of the Work by the Contractor;
- 19.4.1.7.** Failure to store and properly secure materials;
- 19.4.1.8.** Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports;
- 19.4.1.9.** Failure of the Contractor to maintain As-Built Drawings;

19.4.1.10. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;

19.4.1.11. Unauthorized deviations from the Contract Documents;

19.4.1.12. Failure of the Contractor to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates;

19.4.1.13. Failure to provide acceptable certified payroll records, as required by the LCP, by State labor compliance, by these Contract Documents or by written request; for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or by each Subcontractor in connection with the Work for the period of the Application for Payment or if payroll records are delinquent or inadequate;

19.4.1.14. Failure to properly pay prevailing wages as required in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements, and/or failure to comply with the District's LCP, if one is in force on this Project or State labor compliance monitoring and enforcement, if applicable;

19.4.1.15. Failure to comply with any applicable federal statutes and regulations regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon Act and related requirements, Contract Work Hours and Safety Standards Act requirements, if applicable;

19.4.1.16. Failure to properly maintain or clean up the Site;

19.4.1.17. Failure to timely indemnify, defend, or hold harmless the District;

19.4.1.18. Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits;

19.4.1.19. Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents;

19.4.1.20. Failure to pay any royalty, license, or similar fees;

19.4.1.21. Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract; and

19.4.1.22. Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any

penalties or fines therefore whether imposed on the District or Contractor.

19.4.2. Reallocation of Withheld Amounts

19.4.2.1. District may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then that amount shall be considered a payment made under Contract by District to Contractor and District shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of funds disbursed on behalf of Contractor.

19.4.2.2. If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after **FORTY-EIGHT (48)** hours written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. 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 that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred twenty-five percent (125%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

19.4.3. Payment After Cure

When Contractor removes the grounds for declining approval of an application for payment, payment shall be made for amounts withheld because of them. No interest shall be paid on any retention or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

19.5. Subcontractor Payments

19.5.1. Payments to Subcontractors

No later than seven (7) calendar days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner. Breaches of the requirements of this paragraph may constitute a violation of Penal Code section

434b.

19.5.2. No Obligation of District for Subcontractor Payment

The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

19.5.3. Joint Checks

District shall have the right in its sole discretion, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District.

20. COMPLETION OF THE WORK

20.1. Completion

20.1.1. District will accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District.

20.1.2. The Work may only be accepted as complete by action of the governing board of the District.

20.1.3. District, at its sole option, may accept completion of the Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within thirty (30) calendar days after the date of the District's acceptance of completion, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

20.1.4. At the end of the thirty-five (35) day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Contract Price, and/or District's right to perform the Work of the Contractor.

20.2. Close-Out Procedures

20.2.1. Punch List

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected (“Punch List”). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

20.2.2. Close-Out Requirements

20.2.2.1. Utility Connections

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

20.2.2.2. Record Drawings

20.2.2.2.1. Contractor shall provide exact Record Drawings of the Work upon completion of the Project as indicated in the Specifications.

20.2.2.2.2. Contractor is liable and responsible for any and all inaccuracies in the Record Drawings, even if inaccuracies become evident at a future date.

20.2.2.2.3. Upon completion of the Work and as a condition precedent to approval of final payment, Contractor shall obtain the Inspector’s approval of the corrected prints and employ a competent draftsman to transfer the Record Drawings information to the most current version of Autocad that is, at that time, currently utilized for plan check submission by either the District, the Architect, OPSC, and/or DSA, and print a complete set of transparent sepias. When completed, Contractor shall deliver corrected sepias and diskette/CD/other data storage device acceptable to District with the Autocad file to the District.

20.2.2.3. Maintenance Manuals: Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

20.3. Final Inspection

20.3.1. Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List. Upon receipt of Contractor’s written notice that all of the Punch List items have

been fully completed and the Work is ready for final inspection and acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2. Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the District its final Application for Payment.

20.3.3. Final Inspection Requirements

20.3.3.1. Before calling for final inspection, Contractor shall determine that the following have been performed:

20.3.3.1.1. The Work has been completed.

20.3.3.1.2. All life safety items are completed and in working order.

20.3.3.1.3. Mechanical and electrical Work is complete and tested, fixtures are in place, connected, and ready for tryout.

20.3.3.1.4. Electrical circuits scheduled in panels and disconnect switches labeled.

20.3.3.1.5. Painting and special finishes complete.

20.3.3.1.6. Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

20.3.3.1.7. Tops and bottoms of doors sealed.

20.3.3.1.8. Floors waxed and polished as specified.

20.3.3.1.9. Broken glass replaced and glass cleaned.

20.3.3.1.10. Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.

20.3.3.1.11. Work cleaned, free of stains, scratches, and other foreign matter, and damaged and broken material replaced.

20.3.3.1.12. Finished and decorative work shall have marks, dirt, and superfluous labels removed.

20.3.3.1.13. Final cleanup complete, as provided herein.

20.4. Costs of Multiple Inspections

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

20.5. Partial Occupancy or Use Prior to Completion

20.5.1. District's Rights to Occupancy

The District may occupy or use any completed or partially completed portion of the Work at any stage, and such occupancy shall not constitute the District's Final Acceptance of any part of the Work. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. The District and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. Any dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

20.5.2. Inspection Prior to Occupancy or Use

Immediately prior to partial occupancy or use, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

20.5.3. No Waiver

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or acceptance of the Work not complying with the requirements of the Contract Documents.

21. FINAL PAYMENT AND RETENTION

21.1. Final Payment

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The District shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from the District, pay all amounts due Subcontractors.

21.2. Prerequisites for Final Payment The following conditions must be fulfilled prior to Final Payment:

21.2.1. A full release of all Stop Payment Notices served in connection with the Work shall be submitted by Contractor

21.2.2. A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 8136 (see Document 00703), from the Contractor and each subcontractor of any tier and supplier to be paid from the final payment;

21.2.3. A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 (see Document 00702), from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payments; and

21.2.4. The Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.

21.2.5. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

21.2.6. Contractor must have completed all requirements set forth under "Close-Out Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

21.2.7. Architect shall have issued its written approval that final payment can be made.

21.2.8. The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.

21.2.9. The Contractor shall have completed final clean up as provided herein.

21.3. Retention

21.3.1. The retention, less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid:

21.3.1.1. After approval of the District by the Architect's Certificate of Payment,

21.3.1.2. After the satisfaction of the conditions set forth herein, and

21.3.1.3. After thirty-five (35) days after the recording of the Notice of Completion by District.

21.3.2. No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor pursuant to Public Contract Code section 22300.

21.4. Substitution of Securities The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

22. UNCOVERING OF WORK

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Contract Price or Contract Time.

23. NONCONFORMING WORK AND CORRECTION OF WORK

23.1. Nonconforming Work

23.1.1. Contractor shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other Contractors caused thereby.

23.1.2. If Contractor does not remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY- EIGHT (48)** hours, District may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) calendar days' time thereafter, District may, upon ten (10) calendar days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Contractor.

23.2. Correction of Work

23.2.1. Correction of Rejected Work

Pursuant to the notice provisions herein, the Contractor shall promptly correct the Work rejected by the District, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of

correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

23.2.2. One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

23.3. District's Right to Perform Work

23.3.1. If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, after **FORTY-EIGHT (48)** hours written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

23.3.2. If it is found at any time, before or after completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but

not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

23.3.2.1. That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the District;

23.3.2.2. 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; or

23.3.2.3. That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) calendar days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

24. TERMINATION AND SUSPENSION

24.1. District's Right to Terminate Contractor for Cause

24.1.1. Grounds for Termination: The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon the following:

24.1.1.1. Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

24.1.1.2. Contractor fails to complete said Work within the time specified or any extension thereof, or

24.1.1.3. Contractor persistently fails or refused to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

24.1.1.4. Contractor files a petition for relief as a debtor, or a petition is filed against the Contractor without its consent, and the petition not dismissed within sixty (60) calendar days; or

24.1.1.5. Contractor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

24.1.1.6. Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

24.1.1.7. Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

24.1.1.8. Contractor persistently disregards laws, or ordinances, or instructions of District; or

24.1.1.9. Contractor fails to supply labor, including that of Subcontractors, that can work in harmony with all other elements of labor employed or to be employed on the Work; or

24.1.1.10. Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract.

24.1.2. Notification of Termination

24.1.2.1. Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) business days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract shall cease and terminate. Upon Termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

24.1.2.2. Upon Termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

24.1.2.2.1. Within three (3) business days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and

24.1.2.2.2. Commences performance of this Contract within three (3) business days from date of serving of its notice to District.

24.1.2.3. Surety shall not utilize Contractor in completing the Project if the District notifies Surety of the District's objection to Contractor's further participation in the completion of the Project. Surety expressly agrees that

any contractor which Surety proposes to fulfill Surety's obligations is subject to District's approval. District's approval shall not be unreasonably withheld, conditioned or delayed.

24.1.2.4. If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

24.1.3. Effect of Termination

24.1.3.1. Contractor shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the performance bond for all damages caused the District by reason of the Contractor's failure to complete the Contract.

24.1.3.2. In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

24.1.3.3. In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

24.1.3.4. If the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) calendar days of District's request for payment.

24.1.3.5. The District shall have the right (but shall have no obligation) to

assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of it Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

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

24.1.4. Emergency Termination of Public Contracts Act
of 1949

24.1.4.1. This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California.

24.1.4.1.1. Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

24.1.4.1.2. Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

24.1.4.2. Compensation to the Contractor in such case shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

24.2. Termination of Contractor for Convenience

24.2.1. District in its sole discretion may terminate the Contract in whole or in part upon three (3) business days' written notice to the Contractor. Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause. In case of a termination for convenience, the Contractor shall have no claims against the District except:

24.2.1.1. The actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and

24.2.1.2. Five percent (5%) of the total cost of work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Contractor's and its Subcontractor(s)' mobilization and/or demobilization costs and any anticipated lost profits resulting from termination of the Contractor for convenience.

24.3. Suspension of Work

24.3.1. District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) business days' written notice to the Contractor.

24.3.1.1. An adjustment may be made for changes in the cost of performance of the Work caused by any such suspension, delay or interruption. No adjustment shall be made to the extent:

24.3.1.1.1. That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

24.3.1.1.2. That an equitable adjustment is made or denied under another provision of the Contract; or

24.3.1.1.3. That the suspension of Work was the direct or indirect result of

Contractor's failure to perform any of its obligations hereunder.

24.3.1.2. Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order herein. This amount shall be full compensation for all Contractor's and its Subcontractor(s)' changes in the cost of performance of the Contract caused by any such suspension, delay or interruption.

25. CLAIMS AND DISPUTES

25.1. Performance During Dispute or Claim Process

Contractor shall continue to perform its Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

25.2. Definition of Dispute

25.2.1. The term "Dispute" means a separate demand by the Contractor for:

25.2.1.1. A time extension;

25.2.1.2. Payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or Contractor is not otherwise entitled to; or

25.2.1.3. An amount of payment disputed by the District.

25.3. Dispute Presentation

25.3.1. If Contractor intends to apply for an increase in the Contract Price or Contract Time for any reason including, without limitation, the acts of District or its agents, Contractor shall, within ten calendar (10) days after the event giving rise to the Dispute, give notice of the Dispute in writing and submit to the District a written statement of the damage sustained or time requested. On or before twenty (20) calendar days after Contractor's written Notice of Dispute, Contractor shall file with the District an itemized statement of the details and amounts of its Dispute for any increase in the Contract Price of Contract Time. Otherwise, Contractor shall have waived and relinquished its dispute against the District and Contractor's claims for compensation or an extension of time shall be forfeited and invalidated. Contractor shall not be entitled to consideration for payment or time on account.

25.3.2. The Notice of Dispute shall identify:

25.3.2.1. The issues, events, conditions, circumstances and/or causes

giving rise to the dispute;

25.3.2.2. The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments; and

25.3.2.3. The line-item costs for labor, material, and/or equipment, if applicable.

25.3.3. The Notice of Dispute shall include the following certification by the Contractor:

25.3.3.1. The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

25.3.3.2. Furthermore, Contractor understands that the value of the attached dispute expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.3.4. If a Dispute, or any portion thereof, remains unresolved upon satisfaction of all applicable Dispute Resolution requirements, the Contractor shall comply with all claim resolution requirements as provided in Public Contract Code section 20104, to the extent applicable.

25.3.5. Contractor shall bind its Subcontractors to the provisions of this section and will hold the District harmless against disputes by Subcontractors.

25.4. Dispute Resolution

25.4.1. Contractor shall file with the District the Notice of Dispute, including the documents necessary to substantiate it, on or before the day of submitting the application for final payment.

25.4.2. District shall respond in writing within forty-five (45) calendar days of receipt of the Dispute or may request in writing within thirty (30) calendar days of receipt of the Dispute any additional documentation supporting the Dispute or relating to defenses or claims District may have against the Contractor.

25.4.2.1. If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.4.2.2. District’s written response to the documented Dispute shall be submitted to the Contractor within fifteen (15) calendar days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

25.4.3. If Contractor disputes the District’s written response, Contractor may file a claim pursuant to the Claim Resolution requirements provided herein.

25.5. Definition of Claim

25.5.1. The term “Claim” means a dispute that remains unresolved at the conclusion of the Dispute Resolution requirements as provided herein.

25.6. Claim Presentations

25.6.1. Contractor must timely submit the Notice of Claim and all documents necessary to substantiate any Claim. Otherwise, Contractor shall have waived and relinquished its Claim against the District and Contractor’s Claims for compensation or an extension of time shall be forfeited and invalidated, and Contractor shall not be entitled to consideration for payment or time on account of the instant matter. No Claim shall be presented prior to Project completion. Any statute that might otherwise govern the presentation of an unresolved Dispute, including but not limited to Government Code section 900 et seq. and Public Contract Code section 20104 et seq. shall be tolled for all purposes during the course of construction on the Project.

25.6.1.1. All Claims shall include the following certification by the Contractor:

25.6.1.1.1. The undersigned Contractor certifies under penalty of perjury that the attached claim is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

25.6.1.1.2. Furthermore, Contractor understands that the value of the attached claim expressly includes any and all of the Contractor’s costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.6.2. The attention of the Contractor is drawn to Government Code section 12650, et seq. regarding penalties for false claims.

25.6.3. If a Claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Dispute and Claim Resolution requirements, the Contractor shall

comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a Dispute or Claim must be presented to the District shall be tolled from the time the Contractor submits its written Dispute or Claim until the time the Dispute or Claim is denied, including any time utilized by any applicable meet and confer process.

25.6.4. The Contractor shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against claims by Subcontractors.

25.7. Claim Resolution

25.7.1. In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall, after the conclusion of the Dispute Resolution requirements, attempt to resolve the Claim by those procedures set forth herein.

25.7.2. Claims of \$375,000 or Less

25.7.2.1. For all Claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between Contractor and District, the procedure set forth in Public Contract Code section 20104 et seq. shall apply:

25.7.2.1.1. Contractor shall file with the District any written Claim, including the documents necessary to substantiate it, upon or before the date of final payment.

25.7.2.1.2. For claims of less than fifty thousand dollars (\$50,000), the District shall respond in writing within forty-five (45) calendar days of receipt of the Claim or may request in writing within thirty (30) calendar days of receipt of the Claim any additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor.

25.7.2.1.2.1. If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.7.2.1.2.2. District's written response to the documented Claim shall be submitted to the Contractor within fifteen (15) calendar days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

25.7.2.1.3. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District shall respond in writing to all written Claims within sixty (60) calendar days of receipt of the claim, or may request, in writing, within thirty (30) calendar days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

25.7.2.1.3.1. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the District and the Contractor.

25.7.2.1.3.2. The District's written response to the claim, as further documented, shall be submitted to the Contractor within thirty (30) calendar days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor to produce the additional information or requested documentation, whichever is greater.

25.7.2.2. If Contractor disputes the District's written response, or the District fails to respond within the time prescribed, Contractor may so notify the District, in writing, either within fifteen (15) calendar days of receipt of the District's response or within fifteen (15) calendar days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.

25.7.2.3. Following the meet and confer conference, if the claim or any portion of it remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

25.7.2.4. For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) calendar days, but no earlier than thirty (30) calendar days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) calendar days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15)

calendar days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator. The parties may bypass the timeline noted herein and proceed with the selection of a mutually agreed upon mediator and proceed directly to mediation at any time following the filing of a responsive pleading. All fees and costs and any other expenses of the mediator shall be borne equally by the parties.

25.7.2.5. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

25.7.2.6. The District shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the District shall pay interest at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

25.7.3. Claims Over \$375,000

25.7.3.1. For all Claims of over three hundred seventy-five thousand dollars (\$375,000) which arise between a Contractor and the District, the following procedure shall apply:

25.7.3.1.1. The parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to a judicial forum. The Claim shall be identified in writing to the District within thirty (30) calendar days from the date of Contractor's application for final payment of all Contract balances not in dispute and shall be mediated within one hundred and twenty (120) calendar days from the submission of the Claim to the District. For purposes of filing a Claim to mediation, the running of the time within which mediation must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied. Mediator fees and administrative costs of the mediation shall be shared equally by the parties.

25.7.3.1.2. District may assert any counter-claims it has for damages against Contractor, including, but not limited to, defective Work, delay damages, and liquidated damages.

25.7.4. Contractor shall bind its Subcontractors to the provisions of this section and will hold the District harmless against disputes by Subcontractors.

25.8. Dispute and Claim Resolution Non-Applicability

25.8.1. The procedures for dispute and claim resolutions set forth in this Article shall not apply to the following:

- 25.8.1.1.** Personal injury, wrongful death, or property damage claims;
- 25.8.1.2.** Latent defect or breach of warranty or guarantee to repair;
- 25.8.1.3.** Stop payment notices;
- 25.8.1.4.** District's rights set forth in the Article on Suspension and Termination;
- 25.8.1.5.** Disputes arising out of the LCP or State labor compliance, if applicable; or
- 25.8.1.6.** District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Dispute and Claim Resolution requirements provided in this Article.

25.9. Contractor's costs incurred in seeking relief under this Article are not recoverable from the District.

26. STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

26.1. [RESERVED]

26.2. Wage Rates, Travel, and Subsistence

26.2.1. Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are available from the Department of Industrial Relations and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

26.2.2. 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. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.2.3. 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 of the Department of Industrial Relations (“DIR”) (“Director”), regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

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

26.2.5. Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount currently up to two hundred dollars (\$200) for each calendar day, or a portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under the Contract by Contractor or, except as provided by law, by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor or Subcontractor, and District shall cause to be inserted to be inserted in the Contract Documents a stipulation that this section will be complied with.

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

26.2.7. 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 apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

26.2.8. 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. In addition,

Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

Contractor and all Subcontractors shall comply with all provisions of the Labor Code set forth herein and any other applicable Labor Code provisions not otherwise stated.

26.3. Hours of Work

26.3.1. 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 Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions 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.

26.3.2. Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

26.3.3. Pursuant to Labor Code section 1813, Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit the statutory amount, currently twenty-five dollars (\$25.00), for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

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

Contractor and/or Subcontractor(s) shall comply with all relevant provisions of the Labor Code cited herein and all other applicable Labor Code provisions not otherwise stated.

26.4. Payroll Records

26.4.1. Contractor shall prepare and provide to the District and shall cause each Subcontractor performing any portion of the Work under this Contract to prepare and provide to the District an accurate and complete certified payroll record (“CPR”), 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 the Contractor and/or each Subcontractor in connection with the Work.

26.4.1.1. The CPRs enumerated hereunder shall be certified and shall be provided to the District on a weekly basis or to the requesting party within ten (10) calendar days after receipt of each written request. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District shall not make any payment to Contractor until:

26.4.1.1.1. Contractor and/or its Subcontractor(s) provide CPRs acceptable to the District; and

26.4.1.1.2. The District is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the District in a timely manner will directly delay the District’s review and/or audit of the CPRs and Contractor’s payment.

26.4.2. All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

26.4.2.1. A certified copy of an employee’s CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.2.2. CPRs shall be made available for inspection or furnished upon request to a representative of District, CMU, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

26.4.2.3. CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, the CMU, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given

access to the records at the principal office of Contractor.

26.4.3. The form of certification for the CPRs shall be as follows:

I, ____ (Name-Print), the undersigned, am the _____ (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 actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 for any work performed by our employees on the Project.

Date: _____ Signature: _____

(Section 16401 of the California Code of Regulations)

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

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

26.4.6. In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) calendar day period, Contractor shall, as a penalty to District, forfeit up to one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

26.4.7. This Project is subject to a LCP. Thus, pursuant to the provisions of section 1776 of the Labor Code, Contractor shall prepare and provide to the District or its designees and shall cause each Subcontractor performing any portion of the Work under this Contract to prepare and provide to the District an accurate and complete certified payroll record ("CPR"), 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 the Contractor and/or each Subcontractor in connection with the Work.

26.4.7.1. The CPRs enumerated hereunder shall be certified and shall be provided to the District (or DIR, upon District direction) on a weekly basis or to the requesting party within ten (10) days after receipt of each written request. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District shall not make any payment to Contractor until:

26.4.7.1.1. Contractor and/or its Subcontractor(s) provide CPRs acceptable to the District; and

26.4.7.1.2. The District (or DIR, upon District direction) is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the District, or its designees in a timely manner will directly delay the District's/DIR's review and/or audit of the CPRs and Contractor's payment.

26.5. [RESERVED]

26.6. Apprentices

26.6.1. Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

26.6.2. 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.

26.6.3. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

26.6.4. Only apprentices, as defined in section 3077 of the Labor Code, 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. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

26.6.5. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.6.6. Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

26.6.7. If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.6.7.1. Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

26.6.7.2. Forfeit as a penalty to District the full amount as stated in 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 and under the authority of the Chief of the Division of Apprenticeship Standards.

26.6.8. Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.6.9. 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, 9th Floor, San Francisco, CA 94102.

26.7. Non-Discrimination

26.7.1. Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, color, religious creed, national origin, ancestry, sex or gender, sexual orientation, age, disability (physical, mental, or perceived), medical condition, and/or marital status, in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law

88-352, and all amendments thereto; and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

26.7.2. Special requirements for Federally Assisted Construction Contracts:
During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.8. Labor First Aid

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. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (8 Cal. Code of Regs., §1 et seq.).

27. [RESERVED]

28. MISCELLANEOUS

28.1. Assignment of Antitrust Actions

28.1.1. Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or 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 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. Sec. 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 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.

28.1.2. Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 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, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28.1.3. Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

28.1.4. Section 4554 of the Government Code states:

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

28.1.5. Under this Article, “public purchasing body” is District and “bidder” is Contractor.

The Contractor or Subcontractor(s) shall comply with all relevant provisions of the Public Contract Code and the Government Code set forth herein and any other applicable provisions of the Public Contract Code and the Government Code not otherwise stated herein.

28.2. Excise Taxes

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

28.3. Taxes

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with the Revenue and Taxation Code, Regulation 1521 of the State Board of Equalization, and/or any other tax code that may be applicable.

28.4. Shipments

All shipments must be F.O.B. destination to Site or sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

28.5. Compliance with Government Reporting Requirements

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of which it is part, or for any other reason, Contactor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT

CONDITIONAL WAIVER AND RELEASE ON PROGRESS

PAYMENT NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): \$ _____

- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS

PAYMENT NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:

\$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: \$ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

DOCUMENT 00704
POST BID INTERVIEW

1.1 SUMMARY

This section requires the apparent low bidder to attend and participate in a Post Bid Interview with the District, prior to award of any Contract by the District. The conditions of the Contract and all other sections of the contract apply to this section as fully as if repeated herein.

1.2 REQUIRED ATTENDANCE

- A. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person.
- B. The apparent low bidder's authorized representative must have signatory authority on behalf of the apparent low bidder.
- C. Failure to attend the Post Bid Interview will be considered just cause for the District to reject the bid.

1.3 POST BID INTERVIEW PROCEDURE

- A. The District will review the Bidder's Proposal with the attendees.
- B. The District will review the Contract Documents with the attendees, including but not limited to:
 - 1. Insurance
 - 2. Bonding
 - 3. Addenda
 - 4. Pre-Bid Clarifications
 - 5. Scope of Work
 - 6. Bid Alternates and Voluntary Alternates
 - 7. Value Engineering
 - 8. The Contract Plans
 - 9. The Contract Specifications
 - 10. The Master Construction Schedule
 - 11. Critical Materials
 - 12. General Contract Schedule Requirements
 - 13. Prevailing Wage Requirements
 - 14. Liquidated Damages
 - 15. Required Documentation for Contract Administration
 - 16. Contract Coordination Requirements
 - 17. Labor Compliance Program

1.4 CONTRACTOR'S SUPERVISION

During progress of the Work, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, a competent project manager and construction superintendent who are employees of the Contractor, to whom the District does not object, and at least one of whom shall be fluent in English, written and verbal.

CONTINUED ON THE NEXT PAGE

Bid No. 5068
ALVIN SCHOOL HOOD & FIRE ALARM PROJECT

Bidder: _____ Phone# _____

Date: _____ Time: _____

I. INTRODUCTIONS (SIGN IN BELOW)

A. Present:	Contractor	District
	_____	_____
	_____	_____
	_____	_____
	_____	_____

II. PURPOSE OF INTERVIEW IS TO ASSURE:

- | | | |
|--|------------------------------|-----------------------------|
| A. You have a complete and accurate bid. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| B. Your bid is fair and equitable. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| C. You have made fair comparisons of other bids. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

III. CONTRACTUAL REQUIREMENTS

- | | | |
|---|------------------------------|-----------------------------|
| A. <i>You are a prime contractor?</i> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| B. You can meet specified insurance requirements? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| C. You are required to obtain Performance and Payment Bonds. | | |
| 1) Does this pose a problem? If so explain. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2) Your cost for bonds(s). _____% | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3) Is the cost of the bond in your base bid? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4) Your insurance company is California licensed. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| D. Acknowledged Receipt of Addendums <u> 1 </u> <u> 2 </u> <u> 3 </u> <u> 4 </u> <u> 5 </u> | | |
| E. You have included all additive and deductive costs for addenda items? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

IV. SCOPE OF WORK

- | | | |
|--|------------------------------|-----------------------------|
| A. Have you reviewed the documents completely? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| B. You have a complete understanding of your scope of work? . | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| C. Are there any items that need recognition or clarification? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

If yes, please identify item.

1. _____
2. _____
3. _____
4. _____

5. _____

District Initial _____ Contractor Initial _____

- You have included all costs for above in your proposal Yes No
- C. Review bid alternates (if applicable) Yes No
- D. Review any voluntary alternates (if furnished) Approved?
Yes No
1. _____
2. _____
3. _____
- E. The plans and specifications are clear and understandable to your satisfaction.
Explain if not clear. Yes No

V. PROPOSED CONTRACTOR VALUE ENGINEERING: (describe)

- BASE BID: \$ _____
1. _____ Add/Deduct \$ _____
2. _____ Add/Deduct \$ _____
- _____
- REVISD TOTAL \$ _____

VI. SCHEDULE:

- A. You will meet the dates in the Contract. Yes No
1. You will provide the required detailed construction schedule to the District within the required days per the contract. Yes No
2. It is understood the schedule is critical. You agree to accelerate as directed to meet milestones. Yes No
If no, what must change and why? _____

- B. Identify all critical materials, deliveries and dependencies.
1. _____
2. _____
3. _____
4. _____
- C. You understand your work must be completed in accordance with an approved schedule you submit that is approved by the District. You further understand the District may assess and retain liquidated damages if you fail to meet the schedule requirements. You further understand that delays by you may cause other contractors to be delayed, and that you must accelerate your work upon written direction by District. In addition, you are responsible for all claims and costs for delays to other

Contractors as a result of your failure to complete work on your required Contract completion date.

THE LIQUIDATED DAMAGES ASSESSABLE ARE:

\$500.00 PER CALENDAR DAY

You agree that failure to comply with the time limits specified in the Contract Documents is just cause for the District to assess and retain Liquidated Damages in accordance with the Contract Documents.

District Initial _____ **Contractor Initial** _____

VII. MISCELLANEOUS SUGGESTIONS:

1. _____
2. _____
3. _____

VIII. CONTRACTOR

NOTE: The information contained herein is considered part of your contractual obligations. Your signature acknowledges your agreement to perform all work discussed herein, and costs for all work are included in your proposal.

The foregoing information is true and accurate, and I agree to all items/terms. I am authorized to sign as an officer of the company I am representing. I acknowledge receipt of a signed copy of this document.

Company Name: _____
Signature: _____ Title: _____
Date: _____

IX. DISTRICT

Signature: _____ Title: _____
Date: _____

SPECIAL CONDITIONS

1. Retention

This Project requires retention in the amount of five percent (5%) of the Contract Price.

2. Mitigation Measures

Contractor shall comply will all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 et seq.)

3. Badge Policy For Contractors

All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility.

3.1. Badges must be filled out in full and contain the following information:

3.1.1. Name of Contractor

3.1.2. Name of Employee

3.1.3. Contractor's address and phone number

3.2. Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

3.3. Failure to display identification badges as required by this policy may result in the removal of, or denial of admittance, of the offender to the site and/or the assessment of fines against the Contractor.

4. Company Designated Uniforms or Other Identifying Information

4.1 Contractor and its employees and Subcontractor and its employees on the project site may be required to wear a company designated uniform with company logo or other identifying mark indicating Contractor's company name, which must be visible at all times.

4.2 Failure to wear the identifying uniform or other identifying information as

required by this policy may result in the removal of, or denial of admittance, of the offender to the site and/or assessment of fines against the Contractor.

5. Substitution for Specified Items

5.1. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

5.1.1. If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

5.1.2. This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

5.2. A request for a substitution shall be in writing and shall include:

5.2.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

5.2.2. Available maintenance, repair or replacement services;

5.2.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

5.2.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

5.2.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

5.3. A request for a substitution shall be submitted as follows:

5.3.1. Requests for Substitutions prior to award of the Contract shall be done within the time period indicated in the Instructions to Bidders.

5.3.2. Requests for Substitutions after award of the Contract shall be within

THIRTY- FIVE (35) calendar days of the date of the Notice of Award.

5.4. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

5.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

5.4.2. The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

5.4.3. The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

5.4.4. The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

5.4.5. The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

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

5.6. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

6. Weather Days

Delays due to Adverse Weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of Adverse Weather exceed the following parameters and Contractor can verify that the excess days of Adverse Weather caused delays:

January (31 days)	<u>11</u>	July (31 days)	<u>0</u>
February (28 days)	<u>10</u>	August (31 days)	<u>0</u>
March (31 days)	<u>10</u>	September (30 days)	<u>1</u>
April (30 days)	<u>6</u>	October (31 days)	<u>4</u>
May (31 days)	<u>3</u>	November (30 days)	<u>7</u>
June (30 days)	<u>1</u>	December (31 days)	<u>10</u>

7. Insurance Policy Limits

All of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than **A: VII**. The limits of insurance shall not be less than:

<p>Commercial General Liability: Coverage must be written on an occurrence basis versus a claims made form and must include coverage for the following:</p> <ol style="list-style-type: none"> 1. Premises – operations 2. Contractual liability 3. Products 4. Completed operations 5. Broad form PD and excluding X, C and U coverage 6. Personal injury 7. Owners, contractors protective 	<p>Policy limits of not less than \$1,000,000 per occurrence</p>	<p>\$2,000,000 aggregate per project on BI (bodily injury) and PD (property damage)</p>
<p>Comprehensive Automobile Liability – Any Auto</p>	<p>Combined Single Limit, Bodily Injury and Property Damage, including coverage for owned, non-owned and hire autos.</p>	<p>\$1,000,000</p>
<p>Workers' Compensation</p>		<p>State workers'</p>

		compensation statutory benefits – policy limits of not less than \$2,000,000
Employer’s Liability		\$1,000,000
Builder’s Risk (Course of Construction)		Issued for the value and scope of Work indicated herein.

8. Permits, Certificates, Licenses, Fees, Approval

8.1. Payment for Permits, Certificates, Licenses, and Fees. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses and certificates necessary for the prosecution of the Work with the exception of the following:

8.1.1.1. Storm Sewer Connection Fees if applicable

8.1.1.2. Air Pollution Control Board Fees

8.1.1.3. Other Local Review Fees Required

With respect to the above listed items, Contractor shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees. Contractor shall notify the District of the amount due with respect to such items and to whom the amount is payable. Contractor shall provide the District with an invoice and receipt with respect to such charges or fees.

8.2. General Permit For Storm Water Discharges Associated With Construction and Land Disturbance Activities

8.2.1. Contractor acknowledges that all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities (storm water requirements), without limitation:

8.2.1.1. Municipal Separate Storm Sewer System (MS4) is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

8.2.1.2. Storm Water Pollution Prevention Plan (SWPPP) contains specific best management practices (BMPs) and establishes numeric effluent limitations at:

8.2.1.2.1. Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) for transportation activities.

8.2.1.2.2. Construction sites where:

8.2.1.2.2.1. One (1) or more acres of soil will be disturbed, or

8.2.1.2.2.2. The project is part of a larger common plan of development that disturbs more than one (1) acre of soil.

8.2.2. Contractor shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

8.2.3. At no additional cost to the District, Contractor shall provide a Qualified Storm Water Practitioner who shall be onsite and implement and monitor any and all SWPPP requirements applicable to the Project, including but not limited to:

8.2.3.1. At least forty eight (48) hours prior to a forecasted rain event, implementing the Rain Event Action Plan (REAP) for any rain event requiring implementation of the REAP, including any erosion and sediment control measures needed to protect all exposed portions of the site; and

8.2.3.2. Monitoring any Numeric Action Levels (NALs), if applicable.

9. As-Builts and Record Drawings

9.1. When called for by Division 1, Contractor shall submit As Built Drawings pursuant to the Contract Documents on reproducible media.

9.2. Contractor shall submit Record Drawings pursuant to the Contract Documents on reproducible media.

10. Fingerprinting

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

11. Disabled Veterans Business Enterprise

This Project may use funds allocated pursuant to the State of California School Facility Program (“Program”) for the construction and/or modernization of school buildings. Therefore, Section 17076.11 of the Education Code requires the District to have a participation goal for disabled veteran business enterprises (“DVBE”) of at least three percent (3%), per year, of the overall dollar amount expended each year by the District on projects that receive state funding and the Contractor must submit the Disabled Veteran Business Enterprise Participation Certification to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract.

12. District’s Labor Compliance Program (“LCP”) - Department of Industrial Relations.

Since this Project is subject to a LCP, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code commencing with section 1771.5 and with section 16450 et seq. of Title 8 of the California Code of Regulations, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely furnish complete and accurate certified payroll records for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work to the District or its designee as required by the LCP. The District cannot issue payment if this requirement is not met. The following provisions indicated herein are specifically understood to be part of the LCP.

The following provisions are also included in Section 26.4 of the General Conditions:

12.1 This Project is subject to a LCP. Thus, pursuant to the provisions of section 1776 of the Labor Code, Contractor shall prepare and provide to the District or its designees and shall cause each Subcontractor performing any portion of the Work under this Contract to prepare and provide to the District an accurate and complete certified payroll record (“CPR”), 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 the Contractor and/or each Subcontractor in connection with the Work.

12.1.1 The CPRs enumerated hereunder shall be certified and shall be provided to the District (or DIR, upon District direction) on a weekly basis or to the requesting party within ten (10) calendar days after receipt of each written request. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District shall not make any payment to Contractor until:

12.1.1.1 Contractor and/or its Subcontractor(s) provide CPRs acceptable to the District; and

12.1.1.2. The District (or DIR, upon District direction) is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the District, or its designees in a timely manner will directly delay the District's/DIR's review and/or audit of the CPRs and Contractor's payment.

13. California Public Records Act (CPRA)

Records submitted to the District, including bid documents, are subject to the requirements of California Government Code Sections 6250 - 6270 (CPRA)

These Sections provide for public disclosure of records with limited exceptions. The bidder acknowledges these requirements and shall hold the District harmless from any disclosure authorized by the California Public Records Act.

END OF DOCUMENT

HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS

1. Summary

This document includes information applicable to hazardous materials and hazard waste abatement.

2. Notice of Hazardous Waste or Materials Conditions

- a. Contractor shall give notice in writing to the District/Owner, and the Architect promptly, before any of the following conditions are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - (1) Material that Contractor believes may be material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Contractor's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in

connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

- f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. Additional Warranties and Representations

- a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable law and contract requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents.

4. Monitoring and Testing

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and

compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.

- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.
- c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

5. Compliance with Laws

- a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - (1) The protection of the public health, welfare and environment;
 - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products or other hazardous materials;
 - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, or hazardous waste materials or other waste materials of any kind; and

- (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.
- c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

7. Permits

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:
 - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and
 - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that

notice to District. Contractor shall not conduct any Work involving asbestos- containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi- governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

8. Indemnification

To the extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or “disposal” and “release” of materials associated with the Work (as defined in 42 U.S.C. § 9601 et seq., and/or other applicable state and federal statutes).

9. Termination

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS (“Agreement and Release”) IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 2013 by and between the SANTA MARIA-BONITA SCHOOL DISTRICT (“District”) and _____ (“Contractor”), whose place of business is _____.

RECITALS:

1. District and Contractor entered into PROJECT/CONTRACT NO.: ALVIN SCHOOL HOOD & FIRE ALARM PROJECT Bid # 5068 (“Contract” or “Project”) in the County of Santa Barbara, California.
2. The Work under the Contract has been completed.

NOW, THEREFORE, it is mutually agreed between District and Contractor as follows:

3. Contractor will only be assessed liquidated damages as detailed below:

Original Contract Sum \$ _____

Modified Contract Sum \$ _____

Total Payments to Date \$ _____

Liquidated Damages \$ _____

Remaining Payment Due Contractor \$ _____

4. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of _____ Dollars (\$ _____) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.
5. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 6 and continuing obligations described in Paragraph 8. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses,

damages, losses and liabilities of Contractor against District, all its respective agents, employees, inspectors, assignees and transferees except for the Disputed Claim as set forth in Paragraph 6 and continuing obligations described in Paragraph 8 hereof.

6. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>	<u>Date Claim Submitted</u>
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

[If further space is required, attach additional sheets showing the required information.]

7. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 4 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
8. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
9. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Contract unless caused wholly by the sole negligence or willful misconduct of the indemnified parties.
10. Contractor hereby waives the provisions of California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

11. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

12. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

SANTA MARIA-BONITA SCHOOL DISTRICT

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

CONTRACTOR: _____

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: Bid 5068 - ALVIN SCHOOL HOOD & FIRE ALARM PROJECT between SANTA MARIA-BONITA SCHOOL DISTRICT ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

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

- a. By being insured against liability to pay workers' compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer, or as one employee in a group of employees, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**
(Submit with Bid)

PROJECT/CONTRACT NO.: ALVIN SCHOOL HOOD & FIRE ALARM PROJECT Bid No. 5068 between SANTA MARIA-BONITA SCHOOL DISTRICT (“District”) and _____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours’ notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the labor compliance program required on the Project.

I also hereby certify that I am in conformance with, and my subcontractors are in conformance with, the Department of Industrial Relations regulation requirements for annual registration as required by SB854.

Finally, I am aware of the penalties for non-compliance and that Labor Code Section 1775 applies to this contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION**
(Submit with Bid)

PROJECT/CONTRACT NO.: ALVIN SCHOOL HOOD & FIRE ALARM PROJECT Bid No. 5068
SANTA MARIA-BONITA SCHOOL DISTRICT (“District”) and _____ (“Contractor” or “Bidder”) (“Contract or
“Project”).

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program (“Program”) for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises (“DVBE”) of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, the lowest responsive responsible bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract. Do not submit this form with your bids.

Part I – Method Of Compliance With DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
A. ••• Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business & Disabled Veteran Business Enterprise Services (“OSDS”)*	Complete Part 1 of this form and the Certification
B. ••• Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE’s letter from OSDS (including yours, if applicable), and complete Part 1 of this form and the certification
C. ••• <i>NOT</i> disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
D. ••• Unable to meet the required participation goals	Complete all of this Certification form	

* A DVBE letter from OSDS is obtained from the participating DVBE.

You must complete the following table to show the dollar amount of DVBE participation:

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	\$
B. DVBE Subcontractor or Supplier	
1.	
2.	
3.	
4.	
C. Subtotal (A & B)	
D. Non-DVBE	
E. Total Bid	

Part II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. The District			*
2. OSDS which publishes a list of DVBE's; Internet Address: http://www.dgs.ca.gov/pd/programs/OSDS.aspx	(916) 376-4940		*
3. DVBE Organization (List)			*

*Write "recorded message" in this column, if applicable.

Part III – Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you placed to solicit DVBE participation. Advertisements should be published at least fourteen (14) calendar days prior to bid/proposal opening; if you cannot advertise fourteen (14) calendar days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and you firm's name, your contact person, and telephone number. Attach copies of DVBE advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

Part IV. – DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....		
was selected to participate	Check “yes” in the “SELECTED” column	include a copy of their DVBE letter(s) from OSDS		
was <i>NOT</i> selected to participate	Check “NO” in the “SELECTED” column	state why in the “REASON NOT SELECTED” column		
did not respond to your solicitation	Check the “NO RESPONSE” column.			
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, _____ certify that I am the bidder’s _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: ALVIN HOOD & FIRE ALARM PROJECT Bid No. 5068 between SANTA MARIA-BONITA SCHOOL DISTRICT (“District”) and _____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person’s or organization’s policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: ALVIN SCHOOL HOOD & FIRE ALARM PROJECT, Bid No. 5068, between SANTA MARIA-BONITA SCHOOL DISTRICT (“District”) and _____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

This Tobacco-Free Environment Certification form is required from the successful Bidder. Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: ALVIN SCHOOL HOOD & FIRE ALARM PROJECT Bid No. 5068 between SANTA MARIA-BONITA SCHOOL DISTRICT (“District”) and _____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations (“New Hazardous Material”), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above- mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District’s determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing “New Hazardous Material” will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name:

Title:

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: ALVIN SCHOOL HOOD & FIRE ALARM PROJECT Bid No. 5068
between SANTA MARIA-BONITA SCHOOL DISTRICT (“District”) and _____
_____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chinks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations

governing lead-based materials (including title 8, California Code of Regulations).

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations.

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: ALVIN SCHOOL HOOD & FIRE ALARM PROJECT Bid No. 5068
between SANTA MARIA-BONITA SCHOOL DISTRICT ("District") and _____
_____ ("Contractor" or "Bidder") ("Contract" or "Project").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of: Delivery Firm/Transporter Supplier Manufacturer
 Wholesaler Broker Retailer
 Distributor Other _____

Type of Entity Corporation General Partnership
 Limited Partnership Limited Liability Company
 Sole Proprietorship Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health

and Safety Code. I further certify that I am authorized to make this certification on behalf of the following:

Firm: _____

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

**CRIMINAL BACKGROUND INVESTIGATION/
FINGERPRINTING CERTIFICATION**

PROJECT/CONTRACT NO.: ALVIN SCHOOL HOOD & FIRE ALARM PROJECT Bid No. 5068
between the SANTA MARIA-BONITA SCHOOL DISTRICT (“District”) and _____
_____ (“Contractor” or “Bidder”) (“Contract” or “Project”).

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor’s employees and all of its Subcontractors and Subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor will install, when requested by District, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00945
NON-DISCRIMINATORY EMPLOYMENT PRACTICES CERTIFICATION

Certification Generally

Consistent with a policy of nondiscrimination in employment on contracts of the District and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code and section 12940 of the Government Code a "non-discriminatory employment practices certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the District for the construction, repair, or improvement of public works.

Contents of Certification

The Contractor's obligation for nondiscriminatory employment is as follows:

In performing the work of this contract, the Contractor agrees as follows:

- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, sexual orientation, sex, age, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code Section 12900 et seq.), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action that employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, sexual orientation, sex, age, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code Section 12900 et seq.), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the District setting forth the provisions of this nondiscrimination clause.
- 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, sexual orientation, sex, age, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act – Government Code Section 12900 et seq.), except where such discrimination is based on a bona fide occupational qualification.
- 3) The Contractor will send to each labor union or representative of workers, with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the District advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 4) The Contractor will permit access to the Contractor's records of employment, employment advertisements, application forms, and other pertinent data and records by the District, the Fair Employment Practices Commission, or any other appropriate Agency of the State designated by the District for the purposes of investigation to ascertain compliance with the Contractor's obligation for non-discriminatory employment practices provisions of this contract, and the Fair Employment and Housing Act (Government Code Section 12900 et seq.).
- 5) A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment and Housing Act shall be regarded by the District as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "non-responsible". The District shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment and Housing Act and has issued an order under Government Code Section 12970 or obtained an injunction under Government Code Section 12974.

Upon receipt of any such written notice, the District shall notify the Contractor that unless he or she demonstrates to the satisfaction of the District within a stated period that the violation has been corrected, he or she shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he or she has implemented remedial measures, satisfactory to the District, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

- 6) Upon receipt from any person of a complaint of alleged discrimination under any District contract, the District shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the District shall request the Board of Trustees to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the Board of Trustees determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the District may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the District, forfeit a penalty of \$100.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such monies shall be recovered from the Contractor. The District may deduct any such penalties from any monies due the Contractor.

- 7) The Contractor certifies to the District that he or she has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the District:

- a) The Contractor shall notify all supervisors and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.
 - b) The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.
 - c) The Contractor shall file a basic compliance report as required by the District. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - d) The Contractor shall notify the District of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.
- 8) Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the District from pursuing any other remedies that may be available at law.
- 9) The Contractor certifies to the District that the Contractor will comply with the following requirements with regard to all subcontractors and suppliers:
- a) In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.
 - b) The Contractor will take such action with respect to any subcontract or purchase order as the District may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the District, the Contractor may request the District to enter into such litigation to protect the interests of the District.

I hereby certify that I will conform to the California Labor Code and the Government Code and all other applicable law for non-discriminatory employment practices.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT